

*Ellen*

AGREEMENT BETWEEN THE NLG STAFF UNION, UAW DISTRICT 65 and  
THE NLG EMPLOYERS BARGAINING GROUP

This Agreement is entered into between the National Lawyers Guild Staff Union, UAW District 65 (the "Union") and the National Lawyers Guild Employers Bargaining Group (the "Employer") consisting of the Employers at all National Lawyers Guild entities, including the National Office of the National Lawyers Guild, the National Lawyers Guild Foundation, all chapters, all projects and committees and any other affiliated entities.

AGREEMENT BETWEEN THE NLG STAFF UNION AND THE NLG  
EMPLOYERS BARGAINING GROUP

|   |    |
|---|----|
| Article 1: Union Recognition and Categories of Employment . . . | 3  |
| Article 2: Union Shop/Check-Off . . . . .                       | 5  |
| Article 3: Union Meetings and Release Time . . . . .            | 6  |
| Article 4: Nondiscrimination and Affirmative Action . . . . .   | 6  |
| Article 5: Salaries, Wages and Benefits . . . . .               | 9  |
| Article 6: Financial Responsibility of the Employer . . . . .   | 11 |
| Article 7: Working Hours and Compensatory Time. . . . .         | 11 |
| Article 8: Holidays . . . . .                                   | 13 |
| Article 9: Paid Leave . . . . .                                 | 13 |
| Article 10: Unpaid Leave . . . . .                              | 15 |
| Article 11: Reimbursements Related to Employment . . . . .      | 16 |
| Article 12: Training and Orientation . . . . .                  | 17 |
| Article 13: Notice of Job Openings . . . . .                    | 17 |
| Article 14: Job Descriptions . . . . .                          | 18 |
| Article 15: Staff Participation and Relations . . . . .         | 18 |
| Article 16: Evaluation . . . . .                                | 19 |
| Article 17: Job Tenure/Resignation . . . . .                    | 20 |
| Article 18: Probation . . . . .                                 | 21 |
| Article 19: Layoffs . . . . .                                   | 22 |
| Article 20: Grievance Procedure . . . . .                       | 23 |
| Article 21: Office Conditions . . . . .                         | 25 |
| Article 22: No Derogation . . . . .                             | 26 |
| Article 23: Change in Name . . . . .                            | 26 |
| Article 24: National Projects . . . . .                         | 26 |
| Article 25: Local Agreements . . . . .                          | 27 |
| Article 26: Term of Agreement . . . . .                         | 27 |

## Article 1: Union Recognition and Categories of Employment

1.1 The Employer hereby recognizes the Union as the sole, exclusive bargaining representative of all persons employed by the Employer at the specified offices in non-managerial positions. The employer will not discriminate against any union member based on union activity.

1.2 The term "employee" shall pertain to any individual working full or part-time for any of the entities of the National Lawyers Guild, including, but not limited to, those named in the preamble of this agreement, on a regular basis, at hours and locations determined by the employer and under the supervision of an member of management. No such individual shall be designated a "consultant". All such "employees" shall be subject to the terms of the applicable clauses of this contract. The Union shall participate in the hiring process of such individuals, but only to the extent set forth in this agreement.

1.3 Each Employer covered by this Agreement shall designate a representative ("Designated Representative") of its choosing to receive calls and correspondence from the Union or employees, supervise and approve or disapprove employee requests where same are required herein and otherwise to act as the Employer's representative in administering the instant agreement. The name, address and telephone number of the Designated Representative shall be served upon the Union and upon all employees at the relevant work site. The Employer shall have full freedom in designating its representative and delineating his/her powers and authority to act on its behalf. Failure to designate a representative shall result in the automatic designation of the National President, local president or committee or project chair, whomever is appropriate for the particular work site. In the event of the absence of the designated representative for periods of one week or more, an alternate representative shall be designated.

1.4 Any additional titles or changes in the existing staffing pattern shall be negotiated in advance with the Union subject to the grievance procedure without recourse to arbitration. Upon written request by the Union, all Guild entities with staff will be required to supply the Union with their most recent budget and staffing information. The Union may request this information once each year, and the Guild entity will provide the information within a reasonable time after receiving the request.

1.5 All permanent, full-time employees shall be entitled to all benefits including but not limited to sick leave, vacation leave and all health benefits, as set forth in locally negotiated supplements to this agreement.

1.6 The term "part-time employee" shall mean person(s) employed for more than 10 hours but less than 35 hours per week on a permanent basis by the Employer in non-managerial positions.

1.7 A permanent, part-time employee shall be entitled to all benefits including but not limited to pro-rated sick and vacation leave and health benefits, as set forth in locally negotiated supplements to this agreement. The appropriate pro-ration shall be based on the employees regularly assigned hours of work (excluding overtime) and shall be adjusted if there is a change in the regularly assigned hours. Hours will be reviewed annually to determine all hours worked by the employee (including overtime hours) in the previous year. The appropriate pro-ration shall be re-evaluated based on hours worked in the previous year.

1.8 Given the fluctuating work needs of the office, the Employer may elect to create part-time permanent positions with flexible hours to be paid on an hourly rather than salaried basis. In the event of discharge or layoff of part-time employees, the notice and severance pay provisions outlined in Article 17 and 19 will be pro-rated according to the employee's average work hours.

1.9 A "temporary employee" shall mean person(s) employed by the Employer for a limited term and for special projects.

1.10 Any temporary employee hired for a specific, finite project for six months or more shall be considered part of the bargaining unit and shall be granted the same benefits as permanent employees including access to the grievance procedure for all matters other than termination.

1.11 The Employer shall not hire temporary staff in lieu of creating permanent positions. The Union shall negotiate with the Employer the hiring of temporary employees.

1.12 In the event that temporary employees are hired consistently over six months for at least an average of ten hours of work per week, for work which does not appear to be of a short term or finite nature and is not related to a specific project, the Employer, at the request of the Union, shall negotiate regarding the creation of a permanent position or the elimination of the temporary work. In the event that a temporary employee is hired to fill a permanent position thus created, the employment starting date for all purposes shall be considered to be the first day of temporary employment.

1.13 The Employer shall be entitled to contract out certain tasks to independent contractors or consultants, provided that no work shall be contracted out for the purpose of undermining the bargaining unit or the exclusive representative, or transferring unit work outside the unit.

1.14 Work-study students or other people whose salary is partially subsidized by any other entity shall not be considered part of the bargaining unit and shall not be covered by the terms of this Agreement.

1.15 Volunteers are not employees and shall not be covered by the terms of this Agreement.

1.16 The Employer will abide by Article IX of the NLG constitution and will require all NLG local, project and national offices to so abide and to become signatories to this Agreement.

1.17 The Union will inform the Employer in writing of the name, address and telephone number of its official representative for all representation matters, and that person shall also be the appropriate person for the Employer to send all writings required by this contract.

1.18 In the event that an employee changes jobs or employing entity within the National Lawyers Guild, the new employing entity shall recognize previous years of employment, covered by the terms of this contract, when negotiating salary and benefits.

#### Article 2: Union Shop/Check-Off

2.1 It shall be a condition of employment under this Agreement that all employees covered hereunder shall be members of the Union in good standing. If an employee does not join the Union within 30 days of the effective date of this contract or within 30 days of the date of employment, after the contract is signed, he or she shall be dismissed, upon request of the Union.

2.2 Upon written authorization from the employee, the Employer shall deduct from the wages of each employee covered by this Agreement all such fees and dues as are prescribed by the Union.

2.3 The Employer shall remit monthly to the Union all Union dues and fees collected pursuant to this Article, no later than five days after payroll processing.

2.4 The Employer shall notify the Union and the Guild National Personnel Committee in writing within 30 days of hiring of all newly hired employees and shall supply the Union with the name, address, phone number, job title, job description and salary of such employee. As part of its initial orientation, it shall be the duty of the employer to notify each newly hired employee covered by this agreement of the contract and his/her obligations under this article. If any employing entity fails to notify the Union within 30 days of hiring a new employee covered by this agreement that they have hired the employee, and such failure is for the purpose of avoiding the employing entities obligations under this agreement, they shall pay a sum equal to the dues owed by the employee to the Union for the period of such non-notification.

### Article 3: Union Meetings and Release Time

3.1 The Union may use the Employer's premises for meetings consistent with this contract, during working hours, once a month, for one hour, and such time shall be compensated by the employer. Notice shall be given to the designated representative of the Employer at least 24 hours in advance, whenever possible.

3.2 One Union delegate at a time may use reasonable time for contract administration and grievance processing. Necessary parties shall be released from work for attendance at arbitration and/or contract discussions with management during working hours.

### Article 4: Anti-Discrimination and Affirmative Action

4.1 There shall be no discrimination in hiring, wages or other terms or conditions of employment or opportunity for employment based upon race, color, disability, sex, sexual orientation, religion or creed, national origin, age, marital or parental status or stature.

4.2 The Employer in conjunction with the Union herein adopts Affirmative Action guidelines for persons of color; women; persons with disabilities; and gay men and lesbians.

The employer agrees to recruit and employ such persons as enumerated in 4.2 at such numbers as to maintain a level of employment of these persons consistent with the percentage of these persons in the population of the SMSA in which the specific entity of the employer is located.

4.3 Nothing contained herein shall be construed to establish maximum limits on the numbers of protected persons to be employed. The employer and the union shall jointly agree on an Affirmative Action officer in each entity with more than one employee. The Affirmative Action officer's responsibilities shall entail:

- a. monitoring of the affirmative action plan;
- b. recruiting persons of color; women; persons with disabilities and gay men and lesbians.
- c. making semi-annual statistical analysis of the work force employed by the National Lawyers Guild.
- d. making semi-annual evaluations of the goals and guidelines covered by this article;
- e. receiving recommendations from staff on changes in the affirmative action plan and recommending changes to the employer.

4.4 In order to effectuate non-discrimination and affirmative action within the National Lawyers Guild, the employer and the union shall establish joint staff/management committees in each entity.

The Committee:

a. shall be comprised of equal numbers of representative from staff and from management.

b. may meet on work time up to two (2) hours per month thereafter;

c. shall operate by consensus;

d. shall develop budgetary and programmatic recommendations respecting affirmative action;

e. shall assess the entity's progress toward meeting the goals of the National Lawyers Guild's affirmative action plan. Among the duties of the Committee is to report annually to the entire membership and staff. The Committee shall report to the staff and management on results of each semi-annual analysis and shall make appropriate recommendations to the Affirmative Action officer; and

f. shall have input into the recruitment and hiring of all employees.

4.5 The union shall have the right to grieve and arbitrate the failure of the employer to enact the above provisions or to fulfill these provisions in good faith.

#### 4.6 Harassment

A. The employer agrees that harassment of employees shall constitute misconduct and the employer will apply discipline and/or discharge to any bargaining unit or non-bargaining unit employee found guilty of such misconduct.

1. Racial harassment shall mean conduct consisting of (1) slurs, jokes, derogatory or pejorative language making explicit reference to a person's race; (2) a pattern of stereotyping in individual or group by race; (3) verbal or physical attack upon a person making reference to her/his race where that behavior has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

2. Sexual harassment shall include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; or

(3) such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

3. All of the criteria which apply to racial and sexual harassment also apply to harassment based on the other enumerated categories in article 4.1 of this agreement.

B. Procedure: All individuals with racial, sexual or other harassment complaints shall discuss them immediately and informally with their local management representative. As soon as reasonably possible the Management representative shall investigate the matter and shall attempt to formulate and effectuate an informal resolution of the matter. If this approach is either unacceptable or, if the issue is not resolved at that level, the aggrieved party shall notify the employing entity in writing of his/her intent to pursue the issue. Such notification shall be given within ten (10) work days of the incident or, if prior attempts to settle the matter have taken place, within ten (10) work days of the last meeting between the employee and the management representative.

C. Within seven (7) work days, the management representative shall authorize the establishment of an ad hoc committee, consisting of: the President of the National Executive Committee, or his/her designee and one other member of the National Executive Committee, to be chosen by the President or her/his designee; two (2) staff members and two (2) alternates to be agreed upon by the union. A member of the review committee shall disqualify her or himself from hearing any matter in which she/he has a conflict of interest and both the accuser and accused shall have the right to peremptorily challenge one member of the review committee before it has actually convened. This committee shall have the following tasks:

a. conduct a fair hearing to insure that all the rights of the parties are protected;

b. receive and consider all relevant and reliable evidence of the kind which reasonable people are accustomed to rely upon in the conduct of serious business;

c. assist all those present in making a full and free statement of the facts in order to bring out all the information necessary to decide the issues involved;

d. ensure that all parties have full opportunity to present their claims orally or in writing and to secure witnesses and evidence to establish their claims;

e. ensure that all parties shall be afforded the opportunity to hear all the testimony, to examine all the evidence, to respond to any adverse testimony, and to present evidence on their own behalf.



The committee shall complete its hearings and reach a conclusion no later than 30 work days from the date of its establishment. The committee's conclusion shall include a determination of the guilt or innocence of the accused party, and a finding binding to all parties shall be made. In the event of the inability of the committee to agree upon the determination of guilt innocence or upon appropriate remedy in the event of the finding of guilt, the matter shall be removed to the arbitrator process of this agreement and the arbitrator shall be instructed to make a finding, if such has not been agreed upon, and to award appropriate remedy.

D. All records of the hearing procedures shall be confidential, and shall be placed in a separate file. In the event that further charges of racial, sexual or harassment based on other categories enumerated in section 4 of this agreement are brought against the same person, those records from previous proceedings may only be used after a finding of guilt has been determined and only in determining appropriate remedy.

E. No reprisal or retaliation of any kind shall be taken against any person for participating in these procedures, except for such discipline as may be applied pursuant to this provision.

F. If any corrective or disciplinary sanctions affect rights of any accused which are protected by other procedures under this contract, such procedures may be invoked, but only on the question of the appropriateness or severity of the corrective actions or the disciplinary sanctions.

#### Article 5: Salaries, Wages and Benefits

5.1 Salaries, wages and benefits (including tuition reimbursement), and the term thereof, are to be locally negotiated between each employer entity and the Union, subject to those minimum guarantees contained herein.

5.2 It is the intent of this section that all salary, wage and benefit agreements currently in effect between each employer entity and the Union remain in full force in all regards, and no employee may suffer any reduction in current salaries, wages and benefits as a result of the execution of this Agreement.

5.3 (A) The minimum salary of all permanent full-time employees covered by this Agreement shall be \$8.85 per hour for the first year, \$9.25 per hour for the second year and \$9.50 per hour for the third year.

(B) Any entities covered by this agreement as of December 15, 1989 and employing a staff person at a rate less than \$8.85 per hour may maintain that current wage until January 1, 1991 when the rate will rise to at least the \$9.25 per hour rate.

(C) Any entity currently covered by this agreement or any entity that desires to employ staff that would be covered may petition for permission to pay a staff person less than the minimums set forth in 5.3(A). Said petition shall be in writing and shall be submitted to the National Lawyers Guild Personnel Committee and to the NLG Staff Union at least thirty days (30) prior to the effective date of the employment at the higher rate. The employer and the union by a single representative of each will as soon as possible thereafter meet to discuss and decide on the petition. If the parties cannot agree they will choose an independent party who will decide on the petition. The consent of the employee to the lower wage rate will be considered but will not be dispositive of the issue. In no event will the lower wage rate allowed be less than \$8.25 per hour in year 1; \$8.50 per hour in year 2; and \$8.75 per hour in year 3. Petition must be reviewed and revoked or re-approved annually by the representatives of the Personnel Committee and the Union designated for this purpose.

5.4 The employer shall provide fully paid life, health, dental, disability and workers' compensation insurance as soon as possible but within at least one month of being hired for all employees and dependents, which shall include but not be limited to spouse-equivalents if the employing entity's carrier will include spouse-equivalents in a family policy. All insurance benefits packages must cover the areas listed above unless the employing entity and employee agree to substitute benefits, and the details of such substitution and other specifics shall be locally negotiated.

5.4 (A) Fully paid health insurance shall mean at a minimum a policy of comprehensive medical; surgical; hospital and dental benefits. The medical, surgical and hospital benefits shall have a deductible of no more than \$200 and a reimbursement of 80% of reasonable charges. Dental benefits should provide for check ups; a \$50 deductible and a 50% reimbursement of reasonable charges. Notwithstanding the above the employer and employee may by local agreement provide for alternative comprehensive health coverage which may be done through Health Maintenance Organizations; Preferred Provider Options or the like.

(B) The National Lawyers Guild Personnel Committee will undertake within the next six months a study of alternative methods of providing comprehensive health insurance coverage to employees as well as to our members. Information gathered will be shared with the Union.

(C) In any location where an employee contributes to state mandated disability coverage the employer will assume responsibility for said contribution.

5.5 Upon termination of employment the Employer shall provide insurance benefits for the employee until the end of the month after the date of termination. Employers will provide to all terminated employees the same health insurance coverage opportunities as that mandated by COBRA, to the extent available under the existing insurance plan.

#### Article 6: Financial Responsibility of the Employer

6.1 The Employer recognizes that it holds the ultimate responsibility to decide financial policy and to work with the staff to guarantee that programmatic, organizational and basic operating expenses are met as well as to insure the long term solvency of the organization. The staff in conjunction with the Employer, shall have every opportunity to help in the development of the annual budget in draft form. The Employer, in approving a yearly budget, shall assume responsibility for determining a fund raising strategy to meet the budget and shall assume responsibility, with the staff, for the implementation of that fund raising strategy. The Employer shall designate a treasurer or other officer with primary financial responsibility and establish a finance fund raising committee or any other institutional analog appropriate to its structure to insure that its financial responsibilities are met.

6.2 The Employer shall make every effort to create an emergency fund as soon as possible. This fund shall be reserved for financial emergencies as determined by the Employer and staff and shall be used solely for staff salaries, rent and telephone expenses.

6.3 If financial reports indicate that there will be difficulty meeting payroll, the Employer must inform the staff no less than two weeks in advance of payday. Any unpaid salary shall have interest accrued until payment is received.

#### Article 7: Working Hours and Compensatory Time

7.1 Subject to the right of the individual Employer and Union or employee to individually agree upon changes, all full-time employees shall work 35 hours per week, not including lunch hours or routine doctor visits. Each employee's work schedule as agreed on with the Employer will be posted centrally, on logs kept by each employee, including records of all sick leave, vacation, personal leave and compensatory time. Normal work hours shall be from 9:30 to 5:30, Monday through Friday, unless there are flex hours. Details of flex time and including evening hours shall be locally negotiated. Compensation is at a 1 to 1 ratio to be taken in hours. Evening work assignments shall only be scheduled when the work involved could not be scheduled during normal hours. In scheduling such evening work, the Employer shall take into consideration the employee's personal schedule and shall give at least two weeks notice of the schedule change whenever possible.

The Employer shall have equivalent scheduling flexibility as well for extraordinary events such as national conventions, national executive committee meetings, local or project "retreats" or other events of a similar organizational character.

7.2 All employees who work in excess of their scheduled number of weekly hours shall be entitled to equivalent compensatory time or overtime pay for each hour of overtime worked beyond their regular hours and shall be paid \$10.00 supper money if the employee works 10 hours consecutively. An employee who plans to work in excess of 35 hours in a week shall notify the Employer in advance, and the Employer may either approve or disapprove the overtime hours. No employee may have more than 28 hours of accumulated compensatory time at any one time without the approval of the Employer. At this point, Employee and Employer shall mutually decide if overtime hours are to be taken as compensatory time or as overtime pay. Any overtime worked if compensated as overtime pay, shall be compensated by the Employer at the rate of one and one half times the normal hourly rate of pay, except that Sunday and holiday overtime so paid shall be at two times the normal hourly rate of pay.

7.3 Any full-time employee who works less than 35 hours (including as work time sick leave, personal leave, vacation or holidays) in any given week shall make up the time as soon as reasonably possible within ninety days, or may by agreement between the employer and employee be deducted from accumulated compensatory time.

7.4 Except for extraordinary circumstances, and subject to Article 7.5 below, employees shall give at least three days notice of plans to take compensatory time or personal leave, and all effort shall be made to insure the efficient staffing of the office. In situations where an employer receives requests by two or more employees for the use of compensatory time for the same working hours, the employee with the most accrued compensatory time will be given priority, unless agreed otherwise.

7.5 No compensatory time may be taken by an employee without notice to and mutual agreement with the Employer. No reasonable request to take compensatory time will be refused by the Employer.

7.6 Part-time employees shall work hours as agreed with the Employer, said hours to be flexible. Any additional hours worked beyond the number agreed upon shall be subject to the overtime and comp-time provisions of Section 7.2 herein, except that the maximum number of hours of accumulated comp-time shall be 4/5 of the number of regularly scheduled weekly hours and except no time and a half or double time shall be paid unless an employee has worked more than 35 hours in a week and such time is being compensated. In the event that a part-time employee is required to work during the evening, the number of such evening assignments as limited by Section 7.i herein shall be pro-rated.

The pro-ration shall be based on the regularly assigned hours of work (excluding overtime). If there is a change in the regularly assigned hours of work, the pro-ration shall change accordingly. Hours will be reviewed annually to determine all hours worked by the employee (including overtime hours) in the previous.

The appropriate pro-ration shall be re-evaluated based on hours worked in the previous year.

7.7 All staff shall give at least one week's notice of planned absences of more than one week.

#### Article 8: Holidays

8.1 Employees shall be entitled to the following holidays with pay: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. In addition, employees shall be entitle to four additional holidays, the specific days to be negotiated locally as either fixed holidays, personal holidays or some combination thereof.

8.2 Employees shall be entitled to a minimum of two hours paid time off on Election Day for the purpose of voting, poll watching or any other election day activity. Any additional paid time for election day activities shall be locally negotiated.

8.3 Holidays that fall on a Saturday shall be scheduled for the previous Friday and holidays that fall on a Sunday shall be scheduled for the following Monday.

8.4 Any employee who is required to work on any holiday set forth in subsection (8.1) above shall be entitled to take equivalent time off. If an authorized holiday occurs within any employee's vacation period, equivalent time shall he provided.

#### Article 9: Paid Leave

##### 9.1 Vacation

(A) Employees shall be entitled to twenty (20) paid vacation days for per year. Vacation days shall accrue at the rate of two days per month in the first eight months and one day per month for each subsequent month.

(B) After the first year of employment, the employee can borrow up to ten days vacation leave, with the approval of the Employer. All reasonable requests shall be approved. If employment is terminated, any borrowed vacation leave that is outstanding shall be deducted from the employee's last paycheck.

(C) One additional vacation day shall be granted to each employee after completion of the first 12 months of employment and for each subsequent year thereafter up to a maximum of 25 days per year.

(D) An employee may not take vacation leave during his/her probationary period, but shall accrue it.

(E) Vacation not taken in the year in which it is accrued may be taken in later years, except that no more than ten days may be accumulated in any one year and no more than a total of 20 may be accumulated. After January 1, 1990 any time not used but exceeding the limit for accumulation will be paid to the employee within thirty (30) days of the period in question. Prior to January 1, 1990 said excess time is lost unless management unreasonably refused to allow an employee to use their vacation.

(F) Except in a case of discharge for gross misconduct, an employee shall receive all accrued vacation leave or payment in lieu thereof upon termination of employment.

(G) If the employee so desires, he/she shall receive vacation pay on the pay period (or day) prior to the start of his/her vacation leave if four weeks notice is given to the Employer. The employee shall receive such pay with less notice at the discretion of the Employer.

(H) Any employee who wishes to take a vacation lasting more than five consecutive days shall provide at least four weeks notice to the Employer. All such requests must be approved by the Employer. No such request shall be unreasonably refused. No more than one staff person can take a vacation of more than five consecutive days at the same time, unless the Employer and the Union agree on a plan for covering the essential work of the office during the period. If more than one staff person (including the office management person) wishes to take a vacation at the same time, the person who has the most accumulated vacation time shall be given first preference. If such requests were made simultaneously, preference shall be given to the staff member with the most seniority.

## 9.2 Sick Leave

(A) Employees shall be entitled to 18 sick days per calendar year, which shall accrue at the rate of 1.5 days per month for each month of employment and may borrow up to ten days sick leave.

(B) Sick leave not taken in the year in which it is accrued may be taken in later years except that no more than a total of 24 days may be accumulated. Sick leave will only be paid if used.

(C) Sick leave may be used for illness of the employee, his/her dependent(s), spouse or spouse equivalent, or other close relation significant to the employee where that person resides in the employees household or is otherwise dependent on the employee for care when ill.

Sick leave may be used for routine or regular doctor visits, so long as five days notice is provided to the Employer.

### 9.3 Bereavement Leave

An employee who suffers the death of a spouse or spouse equivalent, parent, sibling, child, grandparent, grandchild, spouse of a child, parent of a spouse, niece, nephew, friend, or other person whose loss is significant to the employee, shall be entitled to bereavement leave with pay. The maximum number of days for any single instance of leave shall be five, and the maximum number of leave days per year shall be ten. Where possible, the employee will advise the employer in advance of the number of days being taken for each instance of leave. In the event that an employee shall suffer the death of persons close to them requiring more than ten (10) days leave in a year, the employee may receive additional bereavement leave. The additional bereavement leave will be unpaid unless the employee chooses to use other paid leave.

### 9.4 Jury Leave

(A) An employee who is required to perform jury duty or who is subpoenaed as a witness shall receive full pay, up to a maximum of ten work days.

(B) The employee shall reimburse the employer to the extent of compensation received for performing jury duty.

### 9.5 Personal Leave

Employees shall be entitled to three personal holidays per year. This time shall be waived if not used.

### 9.6 Guild Delegations

All parties to this Agreement recognize the political importance of staff participation in National Lawyers Guild delegations. On those delegations in which the employee participates, pursuant to a decision of the local Employer, the employee shall be entitled to take paid leave. Approval by the Employer shall not be unreasonably withheld. For those delegations in which the decision to participate is made solely by the employee, he or she may participate and take vacation or unpaid leave for that purpose, subject to the provisions contained in Sections 7.1 and 9.1.

## Article 10: Unpaid Leave

10.1 Upon request, an employee shall be granted a leave of absence without pay of up to six months after three years of employment and shall have the right to return to employment on the date set for return.

An employee shall be allowed to return earlier or later than the date set for return upon mutual agreement with the Employer. Employees shall notify the Employer of their intention to take such a leave at least two months prior to the starting date of the leave. No more than one such unpaid leave of a duration of one month or more may be taken within any three year period.

10.2 An employee shall be automatically granted a leave of absence without pay of up to six months year after four years from the date of original employment upon reasonable notice being given to the employer. This article applies to all permanent full-time and regular part-time employees covered by this Agreement.

### 10.3 Discretionary Leave

Short-term leave of absence without pay may be granted at the Employer's discretion at any time. Approval of short-term leaves of absence shall not be unreasonably withheld.

### 10.4 Custodial Care Leave

An employee shall be entitled to six months leave of absence without pay to care for any newborn, newly adopted child, parent or other close relation residing in the employees household or who is otherwise dependent on the employee for care and who because of illness or other disability requires consistent care by the employee. The employee shall be entitled to apply all accumulated paid time against his custodial care leave. Health, life insurance for the employee and her/his dependents shall be continued during the course of custodial care leave at the local Employer's expense unless the employee's spouse or spouse-equivalent has comparable coverage. This article applies to all permanent full-time and regular part-time employees covered by this Agreement.

### 10.5 Disability Leave Benefits

In the event that an employee becomes disabled for purposes of disability benefits and that employee has used up all available paid sick leave and the employee chooses to receive disability benefits then the employer will for the first sixty (60) days of said benefits pay the employee the difference between their regular salary and said disability benefits.

## Article 11: Reimbursements Related to Employment

11.1 The Employer shall reimburse employees in full for all job-related expenses incurred by the employee in the course of his/her work activities upon delivery of cash vouchers or receipts. Anticipated expenses shall be paid in advance when known and requested by the employee.



Covered expenses shall include but not be limited to registration fees, transportation, xeroxing, telephone, taxicabs, parking, child care, and automobile expenses.

11.2 Employees shall be entitled to a per diem of \$20 per day for meetings outside of New York City, Boston, Washington, D.C., San Francisco and Los Angeles and \$25 per day for meetings held in New York City, Boston, Washington, D.C., San Francisco and Los Angeles and all other cities for which both the Employer and the Union agree that the higher per diem is required.

#### Article 12: Training and Orientation

12.1 Appropriate training for all employees and employers shall be recognized as both an essential part of working conditions and as a responsibility of the Employer.

12.2 Any employee wishing to attend a course, training session or workshop to attain or enhance necessary work skills shall bring the matter to the attention of the Employer.

12.3 Where additional skills beyond those apparently possessed by the employee at the time of employment are required for performance of the employee's duties to the Employer's satisfaction, the Employer shall make every effort to enable the employee to develop such additional skills. If the additional skills needed result from increased duties or responsibilities subsequent to hiring, the Employer shall not unreasonably deny training in these areas.

#### 12.4 Orientation

(A) All employees shall receive within the first week of employment an orientation program concerning the history of the organization, the structure and operations of the national and, if relevant, local organization, and procedures and practices relevant to the employee's specific area of work and job expectations.

(B) The local Employer, with the input of the Union, shall design a program of orientation. An officer or representative of the local Employer shall participate in this orientation program whenever possible.

#### Article 13: Notice of Job Openings

13.1 Before hiring any person to fill available or newly created jobs, including management positions, current employees shall be notified of their availability and be given the option to apply for such positions. This shall be applied nationally.

13.2 If a current employee and an outside applicant are both candidates for a job and are both equally qualified, the inside applicant shall be given first choice for the job, taking into account affirmative action considerations (plans). Familiarity with geographical setting or special local or regional political or socio-economic situation may be considered as a bona fide occupational qualification where appropriate. The enforcement of this Article shall be governed by an expedited grievance procedure, except for management positions, which are to be filled by the Employer in its sole discretion. If a current employee applies for a management position and another candidate is selected or the position is not filled, the employee will have no recourse to the grievance or arbitration procedure.

#### Article 14: Job Descriptions

14.1 The duties and tasks of individual employees shall be set forth in their respective job descriptions, which shall be locally negotiated and copies shall be sent to the Union.

14.2 An employee may be asked to temporarily fill-in or be assigned a duty outside his/her job description. Overtime is not mandatory.

14.3 An employee may be assigned additional duties on a permanent basis, but only to the extent that the duties are job-related and consistent with the person's own job description and only if it is recognized that as a result of added duties other tasks may not be performed.

14.4 Changes in a job description shall be negotiated with the Union in advance, subject to the grievance procedure without recourse to arbitration. An employee has the right to resign with two weeks severance pay rather than accept the restructured position, provided he/she gives the Employer two weeks notice of the intent to resign.

#### Article 15: Staff Participation and Relations

15.1 The Employer recognizes the value and necessity of staff participation and leadership in all decisions affecting the employee's individual work the development of job descriptions, the direction of the organization and (subject to job descriptions), the collective work of the office and the political work and development of the organization.

15.2 The Employer further recognizes and encourages staff membership and participation in the chapter, office or project leadership body. Nothing in this section shall prevent the Employer from excluding staff when labor and management issues are to be discussed.

15.3 Consistent with their job descriptions, the NLG constitution, and appropriate local and/or project bylaws, the staff shall, collectively with the office's leadership, implement the policies and programs of the NLG.

15.4 There shall be Union participation in all phases of the hiring process. One Union member as part of her/his job description shall be appointed by the Union for hiring matters (to include but not limited to salary considerations) and shall represent the interests and recommendations of the Union. In the interest of maintaining work place harmony and a fair, just and "progressive" work place environment which promotes productivity, staff recommendations shall be given serious consideration, especially strong negative assessments of a job candidate. Whenever possible, no candidate to which the majority of the staff is strongly opposed should be hired. Objections contrary to affirmative action principles will not be considered.

15.5 At least one bargaining unit member in all offices that have at least one full-time employee, chosen jointly by the employer and the union members in the office, shall be entitled to attend all national meetings on paid time at the Employer's expense. Union members will not discriminate in this choice in violation of affirmative action principles. Staff participation in the administration of the Convention is mandatory for employees of the national office and otherwise shall be locally negotiated. In offices with less than one full-time employee, the Employer recognizes the political desirability of sending a part-time employee to national meetings if financially possible. Where the operating budget is such as to make it difficult to implement this clause, the Employer shall make best efforts to send a Union member to the national conventions. Where the Employer has determined that it will be unable to send a Union member to national meetings due to financial considerations, they shall so inform the Union at least one month in advance of the national meeting. In such cases, the Employer agrees to meet and bargain with the Union over this issue upon request.

15.6 In offices with more than one employee, collective staff meetings shall be held every two weeks unless both Union and management agree to postpone such meetings. The purpose of meeting shall be to share information on political developments in the organization, to review work related problems and to develop work strategies for the staff.

15.7 Union members shall be entitled to present an evaluation of any management employee's work to the office, chapter or project leaders on a regular basis. Such evaluations shall be given serious consideration by the leadership in decisions affecting the management employee's job description, tenure and salary. The Employer must solicit the staff's evaluation prior to making such decisions.

## Article 16: Evaluation

16.1 Employees shall be evaluated formally and in writing on a regular and timely basis, after the first three months of employment, at the six-month interval and thereafter once every year.

16.2 This written formal evaluation shall address the strengths and weaknesses of the employee's work and specific suggestions for improvement where needed. The Employer or designated representative of the Employer shall design a standard evaluation form effective with this bargaining agreement.

16.3 This written formal evaluation shall consist of a self-evaluation by the employee and written evaluation by the Employer, in this instance the Employer's designated representative. The designated representative shall be someone who is reasonably familiar with the employee's work. If there is no response to the self-evaluation, it stands as the final evaluation.

16.4 The employee shall have the right to respond in writing to the Employer's evaluation. If the designated representative does not provide a written evaluation of the employee within 15 business days after submission of the employee's self-evaluation, the self-evaluation shall stand with the understanding that the designated representative concurs with said evaluation.

16.5 Evaluations shall be considered confidential and for internal use only by the employee and the Employer and shall be kept in the employee's personnel file for the duration of his/her tenure. Evaluations shall not be disclosed to a third party without the written permission of the employee.

## Article 17: Job Tenure/Resignation

17.1 No employee shall be terminated from employment or otherwise disciplined except for just cause.

17.2 Except for instances of gross misconduct, no employee shall be discharged without: (a) having received a written warning specifying the conduct which is objectionable; and (b) being given a reasonable period of at least 30 days to correct such conduct; and (c) if such conduct is still not corrected, being suspended without pay for a period not to exceed one week; and (d) being given at least 30 more days to correct the objectionable conduct. Warning letters shall expire and be null and void for all purposes twelve months after their issuance.

17.3 An employee may be discharged without prior notice for gross misconduct. Gross misconduct shall be defined as willful and intentional misconduct including theft, physical violence, sexual or racial abuse, destruction of property, infiltration by agents of the government and/or other antagonistic organizations, and other misconduct of similar gravity.

17.4 All discharges shall be subject to the "expedited grievance procedure" as outlined in Article 20.

17.5 In non-grievance situations an employee who proposes to terminate his/her employment shall give prior written notice to the employer of four weeks. This requirement shall be waived in case of emergency or other worthy reason.

17.6 If the Employer or any of its designated representatives decides not to refill any position which has been vacated, they shall notify the Union within three weeks with an explanation of how the duties of the eliminated position are to be performed. If the Union does not agree to the proposed attrition, it shall have the option of grieving the attrition per the expedited grievance procedure in Article 20.

#### Article 18: Probation

18.1 Newly hired employees shall be subject to a three month probationary period. For part-time employees, the probationary period may be extended for an additional period not to exceed three months, provided that the Employer notifies the employee and the Union prior to the expiration of the initial three month period.

18.2 No later than two months after the date of hire the Employer shall submit a formal evaluation of the probationary employee to the employee. In the case of a part-time employee, the Employer may elect to extend the probationary period in lieu of submitting a formal evaluation. In such cases, the formal evaluation will then be submitted one month before the end of the part-time employees extended probationary period.

18.3 Such evaluation shall be based upon prior consultation with other staff, if any, and shall, to the extent the Employer deems it appropriate, incorporated the staff's evaluation of the probationary employee. Areas where the staff and the Employer differ shall be noted.

18.4 The employee may comment upon the evaluation and initiate discussions with the Employer's designated representative. Such discussions shall focus upon the appropriate methods to correct problem areas noted in the evaluation.

18.5 If, at the end of a two-week period, the probationary employee has not, in the judgment of the Employer, corrected the problem areas, the probationary employee shall be so notified and informed of the date, not less than two weeks thereafter, of the termination of his/her employment.

18.6 Upon such notice, the probationary employee may immediately proceed to Step 2 of the grievance procedure.

However, if the Employer does not sustain the grievance, the termination shall be final and there shall be no right of the employee or Union to invoke any other step of the grievance procedure.

18.7 A probationary employee shall accrue vacation leave and shall be entitled to sick leave.

18.8 After the probationary period, the seniority of the employee shall be retroactive to the first day of employment.

#### Article 19: Layoffs

19.1 The Employer has the right to lay off an employee under the following circumstances:

(A) When all fund raising and financial strategies have been exhausted by the Employer and there is no other recourse to generate funds for the maintenance of a full staff.

(B) If there is a restructuring of the priorities of the office such that it will impact on the existence of staff positions.

19.2 The Employer shall give a specific written notice to the Union of any impending "financial crisis" or of proposed restructuring that could result in layoffs as soon as it becomes aware of the same and at least 30 days in advance of projected layoffs. In the event of a layoff for financial reasons, the Employer shall submit a detailed written proposal to the Union on any restructuring of job responsibilities which may result from layoffs. In the event of a layoff, the employee's who are laid-off will be compensated for all accumulated compensatory and vacation time as required by state law.

19.3 In the event of a financial crisis or restructuring, any alternative measures or layoff procedure proposed by the Employer shall be subject to negotiation with the Union during the 30 day period preceding the projected layoffs.

19.4 If negotiations are unsuccessful, the "necessity" of the layoffs as invoked by the Employer shall be grievable.

19.5 If a layoff is necessitated, the employee in question shall be given priority in any new hiring decision and the employer shall provide a reasonable amount of training if necessary.

19.6 If the Employer must consider the layoff of staff, it shall consider the seniority of the employee, affirmative action considerations and the staffing requirements of the office in making its decision.

19.7 Non-probationary employees who are permanently laid off shall receive four weeks severance pay. In addition, all compensatory time and vacation time must be compensated for in accordance with state law. A permanent lay off shall be defined as a layoff due to the elimination of the position held by the employee with no reasonably foreseeable chance of its being reestablished or the "temporary" layoff of an employee when it reaches six months. Severance pay shall be based on the employee's full, normal weekly salary.

19.8 Employees who are temporarily laid off shall receive supplemental unemployment benefits for each actual week of layoff up to a maximum of four weeks. Such benefits shall be calculated based on the difference between the employee's available unemployment compensation and his/her normal net take-home pay.

19.9 Employees who are laid off shall be placed on a recall list from which the Employer shall rehire when any position is refunded, if the employee is reasonably qualified.

19.10 The lay-off procedure will not be used as a mechanism to terminate an employee's employment without providing the safeguards set forth in Article 17.

#### Article 20: Grievance Procedure

20.1 The following grievance procedure shall constitute the sole and exclusive mechanism for the resolution of all complaints, disputes or controversies concerning the terms, application, interpretation or operation of this Agreement. The result of the grievance process shall be final and binding on all parties on all matters subject to it. Any aggrieved employee, through the Union, shall have the right to utilize the grievance procedure.

20.2 The normal grievance procedure shall consist of the following steps, which must be followed in all instances except for those matters which are subject to the expedited grievance procedure (see Section 20.3 below):

(A) Step I: The grievant shall initiate the grievance procedure by orally discussing the issue within fourteen days of her/his/its knowledge of the matter which gives rise to the grievance. The matter must be raised to the designated representative of the Employer. The parties shall discuss the matter and attempt to reach resolution of the grievance at Step 1. If the matter is not resolved by discussion, the grievant shall reduce the grievance to writing and serve it upon the responding party within fourteen days of the Step 1 discussion. The responding part shall serve a written response to the grievance upon the grievant and his/her Union representative within seven days of receipt of the written grievance.

(B) Step 2: Within seven days of the responding party's service of the reply to the grievance, a meeting shall be convened between the employee and/or Union representative and two representatives chosen by the Employer to discuss the grievance and attempt to reach a settlement. If no settlement is reached, either party may require that the grievance move to Step 3 of the grievance procedure.

(C) Step 3: Within seven days of the conclusion of the Step 2 meeting, the parties must, by mutual agreement, designate a third party to act as a mediator for the resolution of the grievance. Failure to so designate a mediator within the time allowed shall result in the automatic designation of the National President of the NLG (or his/her designee) and the National President of District 65, UAW (or his/her designee) as the mediation team. The mediator shall have 28 days from his/her designation to attempt to aid the parties to reach a voluntary settlement of the matter. The mediator shall use her/his best judgment in determining how to accomplish his/her task. The parties may, by mutual agreement, delegate the authority to the mediator to issue a final and binding determination of the grievance, but are not required to do so.

(D) Step 4: Should there be no final settlement or determination by the mediator of the grievance in Step 3, either party may, by written notice to the responding party, within seven days of the conclusion of the mediation period, refer the grievance to final and binding arbitration. The arbitrator shall be selected by complying with the rules and procedures of the American Arbitration Association or, if possible, by mutual agreement of the parties. The arbitrator shall have the authority to issue a full, final and complete determination of the grievance. However, the arbitrator may not alter, change, delete, expand or modify in any way the terms and conditions of this agreement. The parties shall divide equally the expenses of the arbitration.

20.3 In cases concerning discharges from employment, attrition (i.e., the Employer's decision to not refill an employment position after the resignation of an employee) or a major restructuring of an employee's job description, the following expedited grievance procedure shall apply:

Step 1: Within fourteen days of the knowledge of the action giving rise to the grievance, the employee and/or Union representative must serve a written statement of the grievance upon the Designated Representative of the Employer. The Employer must respond in writing to the employee and Union representative within seven days of receipt of the grievance.



Step 2: After the exchange of writings, the grievance will automatically move to Step 3 (mediation) of the normal grievance procedure described above. The service by the Employer of its written response to the grievance shall commence the seven day period for mediator designation, and this step shall then be conducted in full compliance with the provisions of Step 3 above, except that the mediation period shall be reduced to 14 days.

Step 3: Step 3 shall consist of arbitration in full compliance with the procedures and terms of Step 4 of the normal grievance procedure above.

20.4 Failure of the grievant to comply with the time requirements and other procedures mandated herein shall result in waiver of the grievance. Failure of the responding party to comply with the time requirements and procedures mandated herein shall result in the grievance automatically progressing to the next step of the grievance procedure. In the cases of discharges for reasons other than gross misconduct, failure of the Employer to comply with all provisions and time requirements of the grievance procedure shall also result in an automatic stay of the discharge.

#### Article 21: Office Conditions

21.1 The Employer shall comply at a minimum with all applicable health and safety codes.

21.2 In the event that new premises are located, the Employer shall make best efforts to provide private offices for all employees.

21.3 The Employer must upgrade all office furniture and equipment as necessary to facilitate the work of the staff. The need for new furniture and equipment shall be jointly evaluated by the Employer and staff twice per year and any expenditures which are deemed necessary shall be included in the following year's budget.

21.4 The Employer shall contract with a cleaning service for regular maintenance of the premises. Service contracts or the equivalent shall be maintained for all office equipment. Premises and equipment shall be maintained and inspected regularly or at the employee's request to prevent health hazards.

21.5 The Employer shall take special precautions to ensure the health and safety of employees who work with video display terminals. Such measures shall include:

- (a) ensuring that all VDTs have adjustable illumination on the screen and that the screen is detachable from the keyboard;
- (b) providing office lighting which allows for adequate illumination and minimal screen glare;

- (c) providing a desk for each VDT which allows for comfortable positioning of the screen and keyboard;
- (d) providing a chair with adjustable set height and a firm adjustable back support for each VDT;
- (e) having radiation levels of each VDT checked annually;
- (f) paying the full cost of annual eye exams, follow-up and any related expenses for all employees who use VDTs regularly, in the event that such exams are not covered in full by the office health plan;
- (g) in addition, any permanent or temporary employee who is using a VDT shall be entitled to a fifteen minute period of rest or work which involves minimal eye strain after every forty-five minutes of work on the terminal;
- (h) no employee who works more than four hours on a VDT in a given day shall work overtime on that day unless she/he chooses to do so;
- (i) the Employer and the staff shall continue to investigate the health and safety risks of VDTs. As further information is gathered, the Employer shall take whatever additional precautions are deemed necessary to protect employees.

#### Article 22: No Derogation

22.1 No policies, personnel manuals or rules promulgated by the Employer shall derogate or detract from the rights or benefits granted to the employees by this Agreement.

22.2 The Employer recognizes its obligation to bargain in good faith with the Union over any changes in working conditions prior to their implementation. If a good faith impasse is reached in such bargaining, the Employer may implement the change but the Employee and Union shall then retain the right to grieve such changes under Article XX of this Agreement.

#### Article 23: Change in Name

23.1 The parties acknowledge that the names of the subordinate bodies and officers of the National Lawyers Guild in this agreement are merely descriptive of the functions performed by such groups. Therefore, a change in name of such group shall not affect the duties, responsibilities, rights or privileges, as the case may be, of such group and shall in no way diminish from or add to the rights or responsibilities of the Union.

Article 24: National Projects

24.1 Guild projects may be housed in the National Office only upon consultation with the Union. The use of national funds budgeted for any other purpose may not be used to pay employees of Guild projects on either a temporary or permanent basis unless negotiated with the Union.

Article 25: Local Agreements

The parties acknowledge that this agreement is a multi-employer agreement and that each local entity covered by this agreement shall, by January 1, 1991, have a written local agreement with its staff.

Article 26: Term of Agreement

This Agreement shall be effective as of July 1, 1989 and shall terminate June 30, 1992. All provisions herein unless otherwise stated are retroactive to July 1, 1989.

Alfred Cuevas  
National Lawyers Guild President

Carl Peneluta  
UAW District 65

6/22/90  
Date

6/13/90  
Date