

# COLLECTIVE BARGAINING AGREEMENT

## ARTICLE I RECOGNITION

City Bar Justice Center (hereinafter “Employer” or “CBJC”) agrees to recognize Local 153, Office and Professional Employees International Union (hereinafter “Union”) as the sole collective bargaining agent for all full-time and regular part-time Project Coordinators and Senior Project Coordinators located in New York City and/or at its facility located at 42 West 44th Street, New York, NY 10036, excluding all other employees, including but not limited to attorneys, managers, confidential employees, guards, and professional employees and supervisors as defined by the National Labor Relations Act.

## ARTICLE II LENGTH OF AGREEMENT

The term of this Collective Bargaining Agreement shall be three (3) years from the date by which both CBJC and the Union have executed or ratified the Agreement. The Parties further agree to commence bargaining for any new or successor agreement approximately sixty (60) days prior to the expiration of this three-year Agreement.

## ARTICLE III WAIVER AND SEPARABILITY

No waiver by a Party of any provision or term set forth in this Agreement shall constitute a waiver of any other provision or term set forth in this Agreement. In the event that any provision of this Agreement shall at any time be declared invalid 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 declared invalid shall remain in full force and effect. Further, the Parties agree to immediately enter into negotiations regarding the effect of such nullifications.

## ARTICLE IV SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by other means enter into an agreement with another firm, individual, or private enterprise which, in

whole or in part, affects the existing appropriate collective bargaining unit, then such successor, firm, purchaser, or individual shall be bound by each and every provision of this Agreement. The Employer and successor, purchaser, firm, individual, or private enterprise shall be subject to injunctive relief and damages if it fails to recognize the Union and be bound by every provision of the Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual or individual with which it seeks to make such an Agreement as aforementioned.

ARTICLE V  
PROJECT COORDINATOR ROLE

Section 1

Project Coordinators will work closely with the Project Director as the Project Director determines which clients can be helped by the Project. In the ordinary course, the Project Coordinator's time will be principally spent on the specific project(s) they were hired to work on, with the recognition that there are CBJC events, clinics, and commitments for which extra help is needed and vacations and other leaves which need to be covered by Project Coordinators. If there is a reduction in the Project's workload and/or the need for a coordinator to join an existing or new project, management will communicate the need for the coordinator to be reassigned to both the Project Director and Project Coordinator. Management will discuss the Project Coordinator's existing workload with the Project Coordinator, taking it into consideration when assigning them to a new project or giving tasks from a project they were not initially assigned to and, where possible, describing the anticipated timeframe of reassignment. Flexibility on staffing assignments is essential to support client needs and the City Bar Justice Center's small staff.

Section 2

CBJC project coordinators can qualify to apply to the position of Senior Project Coordinator after two (2) years of continuous employment with no work performance issues and a good disciplinary record. Senior project coordinators have heightened responsibilities, including in the training and professional development of more junior project coordinators, interns, pro bono scholars, and volunteers, and assisting in management of community relations. The opening of such a position is up to CBJC needs and funding availability.

ARTICLE VI  
UNION SECURITY

Section 1

The Employer agrees that all new employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the execution of this Agreement, become and remain

members of the Union in good standing. New employees covered by this Agreement shall be deemed “probationary” for the first ninety (90) days of their employment.

### Section 2

The Employer agrees to supply the Union with the name, address, salary, date of hire, work phone number, work email address, and job classification of all employees covered by this Agreement within thirty (30) days of the date of execution. The Employer further agrees to supply the Union with the same information at the time a new employee to be covered by this Agreement becomes a member of the Union.

### Section 3

The Employer shall have the right to hire employees from any source, but in the event there is a job vacancy or a need for additional employees in the bargaining unit, the Employer agrees to notify the Union so that the Union might have an opportunity to refer one or more of its members for consideration as an applicant.

### Section 4

The Employer agrees that a representative of the Union shall have access to the place of business during working hours on any day that the building is open to visitors for the purpose of investigating or settling disputes. Access shall be granted only if the Union gives one (1) business day prior notice to the Employer, such access does not interfere with the work being performed at the place of business and if the Union representative complies with all of Employer’s visitor screening policies. The Employer agrees to cooperate with said representative in ascertaining all facts bearing on any matters in question so that an amicable adjustment can be made.

## ARTICLE VII WORK SCHEDULE

### Section 1

Seven (7) hours shall constitute one (1) full day’s work. Thirty-five (35) hours shall constitute one full week’s work, Monday through Friday inclusive. Additionally, if the employer and employee agree, one (1) full week’s work may comprise up to forty (40) hours for that employee.

### Section 2

All work performed in excess of forty (40) hours per week shall be paid at the rate of time and one-half the regular rate of pay. The Employer shall use their reasonable efforts to pay all monies due for overtime at the same time the regular weekly wages are paid for the week when the overtime is performed. Any monies due for overtime not paid during the week when overtime is performed shall be paid in the following payroll. Employees may occasionally be asked to work

“flex” time, for example by coming in later one day to account for working an evening clinic or being asked to participate in another work event, or otherwise shortening a workday proximate to a workday with a longer schedule.

Section 3

Overtime Computation - Holidays, vacation days, personal days, and emergency closing days shall be considered time worked for purposes of overtime computation.

Section 4

Lunch - All employees shall receive one (1) unpaid hour of lunch daily.

Section 5

All work performed on weekends shall be paid at the rate of time and one-half the employee’s regular hourly rate. However, if an employee and the Employer agree, in a limited circumstance, that the employee may “flex” ordinary workweek time to the weekend, such weekend work will be compensable at the ordinary rate.

Section 6

All employees covered by this Agreement shall receive at least two (2) rest periods of fifteen (15) minutes in each day’s work schedule.

ARTICLE VIII  
HOLIDAYS

Section 1

All employees shall receive the following holidays with pay:

- New Year’s Day
- Martin Luther King Jr. Day
- Presidents’ Day
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- 1 floating holiday

## Section 2

Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.

## Section 3

The Employer strongly encourages all staff to vote on Election Day or on an early voting day. Employees may take up to two hours off from work without loss of pay in order to vote, if they do not have four consecutive hours off before or after their shift. Such time should be scheduled for the beginning or end of their shift, unless they receive prior approval from their supervisor. If employees require time off to vote, they must notify their supervisor not less than two business days before the day of election.

## Section 4

The floating holiday will be available at the beginning of each calendar year for all current full-time employees to use at any time during that year. New full-time employees whose start date occurs prior to October 1 will receive credit for one (1) floating holiday upon hire. Floating holidays will not be permitted for carry over into the next calendar year; employees will not receive pay for a floating holiday that was not taken during the year, or upon termination of employment.

## Section 5

The Employer may designate additional holidays at their discretion. In addition, the Employer reserves the right to close the building early on a work day preceding certain holidays. In the event that an employee is out of the office for an approved absence on the day of an early closing, the time off will be counted as a full day. Approved absences are any paid leave described in the Employee Handbook or the Collective Bargaining Agreement, or an Employer business-related activity.

## Section 6

Employees will be paid for a holiday that falls on a regularly scheduled workday at the regular rate of pay. To receive holiday pay, all eligible employees must be at work or on an approved absence on the scheduled workday immediately before and after the holiday.

## Section 7

When non-exempt employees are scheduled to work on a holiday, the following applies:

- If employees are eligible for overtime pay (for any time worked beyond 40 hours in a work week), they are paid at the rate of time and one half of the employee's base salary. In addition, employees will be granted a substitute day off with pay within thirty (30)

days if possible, of the holiday. Where a substitute day off cannot be scheduled, employees receive an additional day's pay at straight time.

- If employees are not eligible for overtime pay (when total hours worked will not exceed 40 in a work week), they must be granted a substitute day off with pay within thirty (30) days, if possible, of the holiday. Where a substitute day off cannot be scheduled, employees receive an additional day's pay at straight time.

## ARTICLE IX SENIORITY

### Section 1

Seniority shall mean length of continuous service within the Bargaining Unit. For employees who began working before the Bargaining Unit was established, seniority shall begin at date of hire.

### Section 2

An employee shall lose all seniority rights for any one or more of the following reasons:

- i. Voluntary resignation
- ii. Discharge for just cause
- iii. Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident
- iv. Layoff for a continuous period of more than two (2) years

## ARTICLE X RETIREMENT

Employees covered by this Agreement shall be entitled to participation in the Association of the Bar of the City of NY 401(K) Plan, including but not limited to with respect to that Plan's provision for Employer matching of employee contributions to the Plan up to a maximum of three (3) percent after completion of one year of service. If the Plan is amended to take away the match during the term of this Agreement, the Employer will make up the match amount, to be paid as a supplement to the wellness stipend as further described in Article XXIII of this Agreement.

ARTICLE XI  
NO STRIKE, NO LOCKOUT

Section 1

It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance procedure and arbitration in accordance with the provisions of this Agreement. Therefore, the Employer agrees that they will not lock out their employees and the Union agrees that it will not sanction a strike, slow down or work stoppage during the life of this Agreement.

Section 2

In the event any other employees of the Employer engage in any strike or refusal to work, place or maintain pickets at or in the Employer's premises, then any refusal to work or failure to cross such picket line by members of the Office and Professional Employees International Union, Local 153, shall not be deemed a cause for discharge or dismissal.

ARTICLE XII  
CHECK OFF OF DUES AND INITIATION FEES

Section 1

The Employer agrees to deduct Union dues and initiation fees from the wages of each employee biweekly. Dues and initiation fees will become due and payable on the thirty-first day after hire.

Section 2

The Employer agrees to remit such dues and initiation fees thus collected to the Union each month, at a time that would insure receipt of said monies at the Union office prior to the last day of the month, and will make supplemental remittances thereafter of amounts deducted from salaries of employees then on vacation, on leave of absence or otherwise not on the current payroll. The Employer will deduct unpaid Union dues and initiation fees from the final paycheck on any eligible employee member.

Section 3

Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer receives written notice of the change from the Union.

Section 4

The Union agrees to file an initiation fee and dues deduction assignment form with the Employer, prior to such deductions.

### Section 5

The Employer shall deduct from the wages of an employee who submits a voluntary authorization card an amount designated by such employee for OPEIU “Voice of the Electorate” (VOTE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU Local 153 AFL-CIO monthly, by check payable to “Voice of the Electorate” along with a list of persons who donated such monies. Each month, the employer will provide a list of bargaining unit members who have remitted dues for that month.

## ARTICLE XIII LAYOFFS AND RECALL

### Section 1

If a reduction of staff is necessary due to restructuring or economic reasons, the employer shall meet with the Union representative and in the event of agreement, the following procedure shall be followed:

### Section 2

An employee whose job is first affected by a reduction in staff shall have the right to displace the least senior employee in the same or lower labor grade whose job they are qualified to perform, provided the bumping employee has a good disciplinary record and no work performance issues for the immediate two prior years. Employees who are displaced by an affected employee who is exercising their bumping rights shall in turn have the right to displace the least senior employee in the same or lower labor grade whose job they are qualified to perform. This procedure shall continue until the number of reductions sought is completed. Employees’ seniority shall not be affected by the bumping procedure. No employee shall suffer a loss of pay or job rate as a result of the bumping procedure.

### Section 3

Layoffs less than thirty (30) days shall be considered temporary and no severance pay shall be paid. The Employer must inform an employee upon notice of layoff if their layoff will be temporary or long-term/permanent.

### Section 4

Any employee laid off shall be placed on the recall list for a period of one (1) year.

### Section 5

The Employer, upon recalling laid off employees, shall do so in the order of seniority. The Employer shall recall the last employee laid off, providing, however, that such employee has the



qualifications for the position to be filled and a good disciplinary record and no work performance issues for the immediate two prior years.

Section 6

An employee recalled and reinstated to their former position shall receive their former rate of pay in addition to any wage increases which were applied to their job classification during the period they were on the recall list.

Section 7

Any notice of reemployment to any employee who has been laid off shall be made by email to the last known email address of such laid-off employee.

Section 8

The union reserves the right to bargain with the Employer over the effects of layoffs.

Section 9

No notice to layoff may be given during an employee's vacation period.

ARTICLE XIV  
PROMOTIONS, TRANSFERS AND DEMOTIONS

Section 1

Promotion is hereby defined as a move from a lower labor grade to a higher labor grade. It is the intention of the Employer to fill project coordinator job vacancies from within CBJC before hiring new employees providing employees are available with the necessary qualifications to fill the vacant position.

Section 2

Notice of all project coordinator job vacancies shall be emailed to all employees. For both internal and external job postings of project coordinator positions, the employer shall include job title, physical location, hours of work and shift, and brief description of job duties including qualifications and necessary skills.

Section 3

All promotions shall be made from within on the basis of seniority and qualifications. The most senior employee that meets the qualifications of the position shall be selected.

Section 4

An employee may apply and receive transfer to a position in the same job classification or equal thereto in salary. Any employee so transferred shall receive the same salary as their position.

ARTICLE XV  
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 – DEFINITIONS

A grievance shall be any disagreement between the parties relating to the interpretation or application of any provision of this Agreement or the Employer's company policies, practices, rules, or regulations. A grievance may be filed by an individual, group of employees, or the Union.

Section 2 – GRIEVANCE PROCEDURE

Step 1. A bargaining unit member with a grievance may approach an appropriate manager to attempt to resolve an issue verbally.

Step 2. If unsuccessful, the aggrieved member shall file a grievance within 20 business days of its occurrence, or from when the Union, individual, or group of employees had reasonable knowledge thereof. The employee and the steward shall meet with the Employer's designee to discuss the grievance in a timely manner. The Employer shall respond in writing to the grievance within seven (7) business days of such meeting. In the event the grievance is not satisfactorily settled, the Union may move the grievance to Step 3 within ten (10) business days of the Employer's written response. If the Union does not move the grievance to Step 3 within ten (10) business days following the Employer's written response, the grievance will be deemed waived.

Step 3. The Union Representative and the Employer's designee shall meet to discuss the grievance with the steward and grievant. In the event the grievance is not satisfactorily settled within ten (10) business days after such meeting, the grievance may be taken to arbitration by either the Union or the Employer upon proper written notice to the other party. If demand for arbitration is not made within the thirty (30) business days following the Employer's written response, the grievance will be deemed waived. Grievances involving discharge or suspension shall be initiated in Step 3.

Section 2A

All grievances and answers to grievances as provided herein must be submitted in writing or by email to the appropriate parties at each step in the grievance procedure.

Section 2B

If, in any of the foregoing steps, either the Union or the Employer shall fail to carry out the procedures involved, the other party may move the grievance to the next step.

Section 2C

Any grievance that has not been resolved in accordance with the terms and conditions of this Agreement may be referred by the Union or the Employer to an arbitrator from this list on a rotational basis: Robert Herzog, Randi Lowitt, Mark Pearce, and Haydee Rosario.

Section 2D

The decision of the Arbitrator shall be final and binding upon the parties thereto and all fees of the Arbitrator shall be borne equally by the parties.

Section 2E

The grievant shall attend all arbitration hearings without loss of pay, if during their normal working hours. The Steward shall be able to attend all arbitration hearings without pay.

ARTICLE XVI  
VACATIONS

Section 1

Employees shall be granted 15 days of vacation with pay per year. After 5 full years of service, employees shall receive 20 days of vacation with pay per year.

Section 2

Employees shall accrue half of their vacation time on January 1 (starting Jan 2021), the rest on July 1.

Section 3

Employees shall be permitted to borrow vacation time up to their allotted days. An employee who voluntarily departs and has used unaccrued days must reimburse the Employer for the value of the used but unaccrued time.

Section 4

Employees shall be permitted to roll over up to 7 unused vacation days at the end of each year, or a greater number with Employer approval, and shall be permitted to use those rolled-over days until June 30 of the following year.

Section 5

An employee separating from employment for any reason and with at least two weeks' notice shall be paid their accrued but unused vacation days (not including any time rolled over from the prior year) as of the date of separation. Involuntary terminations or voluntary departures without two weeks' notice do not qualify for vacation pay-out.

Section 6

The union reserves the right to bargain with the Employer over the effects of any obligatory paid time off in the event of office closure by sending notice of objection within three (3) business days of any such announcement.

Section 7

All full-time employees covered under this collective bargaining agreement shall be entitled to four (4) personal days off with pay per year, accruing per the policy set forth in the Employee Handbook.

Section 8

In the event the Employer revises policies during the term of this Agreement that would increase or otherwise enhance paid leave benefits to which employees covered by this Agreement would be entitled, such increase or enhancement shall apply to such employees notwithstanding its implementation outside and after the effective date of this Agreement.

ARTICLE XVII  
LABOR-MANAGEMENT COMMITTEE

The Union and the Employer agree to establish a joint Labor-Management Committee for the City Bar Justice Center consisting of four persons that shall meet twice per year (roughly, in January and July) about issues of concern to the parties pertaining to the terms and conditions of union members' employment (though not pertaining to active grievances) including issues of union members' professional development and issues on which the City Bar's identified policy and law reform advocacy initiatives might be supported by the Union. The Employer's representatives shall consist of the Director of Human Resources (or other designee) and one Employer-designated project director who is a member of, or who shall be charged with reporting on the Labor-Management Committee's work to, the City Bar Justice Center's Executive Council, and the Union's representatives shall consist of the steward and one other Union member, designated by the Union, who does not already sit on another City Bar Justice Center committee or formal working group.

ARTICLE XVIII  
NON-DISCRIMINATION

Section 1

The Employer agrees that they will not discriminate against an employee because of the employee's activity as a member of the Union.

## Section 2

Because it is the policy of the Employer to ensure equal employment opportunity, neither the Employer nor the Union in carrying out their obligations under this contract, shall discriminate or engage in harassment on the basis of race, color, creed, age, national origin, alienage or citizenship status, gender (including gender identity and sexual harassment), sexual orientation, disability, arrest or conviction record, pregnancy, sexual and other reproductive health decisions, credit history, salary history, caregiver status, marital status, partnership status, status as a victim of domestic violence, stalking and sex offenses, religion, sex, genetic information, military status, employment status, or any other characteristic as protected by law. With regard to the Americans with Disabilities Act and other related laws, the Employer will endeavor to make reasonable accommodations for the following reasons: known physical or mental limitations of qualified employees with disabilities; the sincere religious beliefs of its employees; and pregnancy, childbirth, or related medical conditions.

## ARTICLE XIX DIVERSITY, EQUITY, AND INCLUSION

### Section 1

The Employer has already determined, and does agree, to establish a Diversity, Equity, and Inclusion (“DEI”) Committee, hereinafter referred to as the DEI Committee, for the City Bar Justice Center (“CBJC”). The mandate of the DEI Committee shall be to study DEI issues relevant to the mission and operations of CBJC and develop proposals for the Employer and/or CBJC to consider in connection with the following:

- i. Diversity in all hiring and volunteer engagement practices;
- ii. Officewide programming focused on developing an inclusive office environment;
- iii. Officewide programming focused on educating Employees on cultural sensitivity and awareness to ensure Employees are appropriately prepared to work with clients and other constituents and/or stakeholders who partner with CBJC in fulfilling its mission;
- iv. Developing recommended mechanisms to ensure equitable practices, while recognizing that issues concerning terms and conditions of employment, including in the area of pay, are subject to collective bargaining for collective bargaining unit employees;
- v. Any other issues or practices related to diversity, equity, or inclusion as they affect the mission of CBJC.

### Section 2

The DEI Committee shall meet on a regular basis to discuss these issues, and shall seek to collaborate where possible with DEI and antiracism efforts and programming of New York City Bar Association entities and initiatives. The DEI Committee membership shall consist of proportional representation of all CBJC employment positions (i.e., collective bargaining unit

members, staff attorneys, attorney project directors, administrative and/or management positions). CBJC Management shall duly consider all policy recommendations promulgated by the DEI Committee.

ARTICLE XX  
SICK LEAVE, LEAVES OF ABSENCE

Section 1

Employees are entitled to sick leave as detailed in the Employee Handbook (presently for existing full-time employees, nine (9) paid days of sick leave per year, allotted at the beginning of the year, with rollover and additional provisions as detailed in the Employee Handbook – except that, with respect to the use of banked sick days, the approval process for a bargaining unit employee’s access of any such days that do not meet the accumulation or use criteria set forth in the Employee Handbook shall be administered by CBJC’s Executive Director).

Section 2

Employees shall be eligible for leave under the Family and Medical Leave Act and Paid Family Leave, as detailed in the Employee Handbook.

Section 3: Jury Duty

Leave of absence for jury duty will be granted to all employees per the Employee Handbook. The Employer agrees to pay full salaries to employees who are called to serve on jury duty.

Section 4: Bereavement Leave

Employees shall receive up to five (5) days off without loss of pay in the event of the death of a close relative of an employee. A close relative is defined as a spouse/partner, parent, step-parent, parent-in-law, child, step-child, grandparent, grandparent-in-law, grandchild, or sibling. Up to three (3) days off without loss of pay are provided in the event of the death of other relatives. Employees may also use bereavement time for individuals whose relationship the employee deems to be equivalent to a family member. Personal days may also be used to supplement bereavement leave.

Section 5: Union Activity

The Employer agrees to grant unpaid leave for up to two (2) bargaining unit members, each of whom shall receive up to three (3) working days to perform work for the Union, subject to providing at least thirty (30) days’ notice to Employer. In addition to the usual union tasks, this may include attending training, conventions, and conferences.

### Section 6: Parental Leave

The Employer agrees to permit its employees to take a leave of absence due to the birth or adoption of a child for that period of time provided for by law and/or by the Employee Handbook, of which not less than one (1) week shall be paid leave.

### Section 7: Other Leaves

Employees covered by this Agreement also shall be entitled to whatever other leave benefits are, during the term of this Agreement, either required by law or offered by the Employer as detailed in the Employee Handbook (including, e.g., blood and bone marrow donation leave, military leave, first responder leave).

### Section 8: Volunteer Time Off (VTO)

In order to encourage volunteer work, the Employer will pay full-time employees up to one (1) day/seven (7) hours per calendar year for eligible volunteer activities during the regular workday, per the Employee Handbook. Part-time employees will be paid for volunteer time off up to one-half (½) day/3.5 hours per calendar year for volunteer time offered to a 501(c)(3) nonprofit organization, school, or federal, state, or local government agency. Employees will be paid at their normal pay rate for the volunteer hours taken.

## ARTICLE XXI DISCIPLINE AND DISCHARGE

### Section 1: Discipline

The Employer's normal disciplinary process will progress from verbal warning (by call or in person) to written warning (by email) to final written warning to suspension or discharge. No written warning or suspension may be taken against any employee except for just cause.

The Employer agrees to notify the Steward or Union Representative in advance of terminating any member of the bargaining unit, except for a termination for serious misconduct including but not limited to violence or the threat of violence or behavior that merits removal of a law license (such as theft of client money, lying to a tribunal under oath, or other serious ethical breaches). A Final Warning will be removed from the employee's file after one year from issuance, except in cases of gross misconduct including harassment, discrimination, and hostile work environment issues.

### Section 2: Discharge

It is hereby agreed that the Employer has the right to discharge only for just cause, except that employment of probationary employees covered by this Agreement shall be fully at-will during the term of that probationary period (i.e., the first ninety (90) days of hire).

To be eligible for severance, an employee subject to layoff must remain employed and continue to perform at a professional level from the time they receive notice of layoff until their scheduled date of termination and must sign a separation agreement/release [Exhibit A] in which the employee agrees not to bring certain legal actions against the Employer.

Employees will not be entitled to severance pay for termination under any circumstances other than as provided for above.

ARTICLE XXII  
RATES OF PAY

Section 1

Effective with the ratification of this contract, all bargaining unit members shall begin to receive an annualized salary as set forth below, based on grade/length of service. “PC1” shall refer to a project coordinator within their first year of service; “PC2” shall refer to a project coordinator who has completed their first full year of service; and “Senior PC” shall refer to a project coordinator hired into a Senior Project Coordinator role pursuant to the terms set forth in Article V of this Agreement. No rates of pay or compensation other than as provided for by the terms of this Agreement shall apply during the term of this Agreement unless mutually agreed to by the Parties in writing.

**Upon ratification:**

PC1 - \$41,500

PC2 - \$43,500

Senior PC - N/A

**Effective May 1, 2021:**

PC1 - \$42,500

PC2 - \$44,500

Senior PC - \$46,000

**Effective May 1, 2022 (plus SSA COLA\*):**

PC1 - \$43,000

PC2 - \$45,000

Senior PC - \$47,250

**Effective May 1, 2023 (May 2022 plus SSA COLA\*):**

PC1 - \$43,000

PC2 - \$45,000

Senior PC - \$47,250



\* The United States Social Security Administration (SSA) announces benefit increases on a Cost-of-Living-Adjustment (COLA) basis each year, typically in October (*see* <https://www.ssa.gov/oact/cola/colasummary.html>). Salaries effective May 1, 2022, shall be the amount listed above, as increased by the SSA COLA rate published in the October (or nearest other month) prior to May 1, 2022 (the “Effective May 2022 Salary”). Salaries effective May 1, 2023, shall be the Effective May 2022 Salary, as increased by the SSA COLA rate published in the October (or nearest other month) prior to May 1, 2023 (the “Effective May 2023 Salary”). The Parties agree that for purposes of calculating the Effective May 2022 Salary and the Effective May 2023 Salary, a one percent (1%) minimum and four percent (4%) maximum COLA shall apply, such that the increase shall be one percent (1%) if the corresponding SSA COLA for that year is less than one percent (1%), and the increase shall be four percent (4%) if the corresponding SSA COLA for that year is greater than four percent (4%).

#### Section 2

All employees shall be paid biweekly.

### ARTICLE XXIII HEALTH AND WELFARE

#### Section 1

As of the date of this Agreement, all bargaining unit employees are entitled to a premium waiver if they elect to enroll in the Employer’s available OXFORD-FRE EPO HDHP 9B-NY or OXFORD-FRE EPO 5B-NY health insurance plans (the “Premium-Waived Plan Options”). During the term of this Agreement, all employees covered by this Agreement shall continue to receive the option of enrolling, at no premium cost to the employee, in the Premium-Waived Plan Options, or in any substantially similar premium-waived plan options made available by the Employer. In the event the Employer is unable during the course of this Agreement to make premium-waived plan options available that are substantially similar to the current Premium-Waived Plan Options (including, e.g., because the insurer changes plans or plan requirements, or the Employer elects to utilize a new insurer), the Parties agree to enter into negotiations to effect a good faith resolution that as reasonably as possible ensures employees receive a substantially similar benefit in effect.

#### Section 2

Each bargaining unit employee shall receive a wellness stipend of \$1,000 payable following ratification of this Agreement, and again on or about June 1 of each year during the term of this Agreement. New employees shall receive a prorated stipend with their first paycheck.

### Section 3

At the Employer's expense, each full-time employee covered by this Agreement shall receive the following coverage: group life insurance, group accidental death and dismemberment insurance, short-term disability insurance, and long-term disability insurance, effective the first day of the calendar month following the employee's date of hire.

## ARTICLE XXIV MANAGEMENT RIGHTS

### Section 1

All rights and privileges that CBJC had prior to the execution of this Agreement are exclusively retained by CBJC except as expressly and specifically modified by a particular provision of this Agreement. These rights and privileges include, but are not limited to: the right to determine CBJC's mission and the content of any of its current or any prospective projects, programs, and/or initiatives; the right to transfer, manage, assign, direct and supervise the work force; to determine the size of the work force and the individual duties of each member thereof; to discipline, demote, suspend or discharge for just cause (except those in their probationary period), to hire, promote, recall, lay off for lack of work or lack of adequate funding or other reasons; to make staffing decisions to meet operational needs and other legitimate reason; to schedule the work force to determine the starting and quitting times and the hours to be worked; to determine the number of personnel in each unit; to change jobs, combine and consolidate jobs, split jobs, eliminate jobs or create jobs; to determine whether to fill vacancies; to determine the amount, if any, of overtime; and to contract or subcontract with regard to work covered by this Agreement provided that such contracting or subcontracting does not result in the layoff of bargaining unit employees. The recitation of these management rights shall not be construed to exclude other rights had by CBJC on the date of this Agreement and following. The Employer shall not use the Management Rights clause in an arbitrary or capricious manner.

### Section 2

The parties acknowledge and adopt the terms of the Employee Handbook. The Employer also may establish, implement, and enforce additional reasonable policies, procedures, rules, and/or regulations appropriate to the management of CBJC and its labor force, provided any such changes applicable to employees covered by this Agreement are not inconsistent with this Agreement and do not in any other way reduce employees' benefits under this Agreement or materially worsen covered employees' working conditions.

ARTICLE XXV  
INTEGRATION CLAUSE

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, creates no third party beneficiary rights, and supersedes all prior agreements or representations concerning this Agreement's subject matter, whether oral or written, express or implied. No additions or changes to this Agreement shall be deemed binding unless reduced to a writing signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' legal representatives, administrators, successors, and assigns.

ARTICLE XXVI  
COUNTERPARTS AND ELECTRONIC SIGNATURE

Consent to the terms of this Agreement memorialized by electronic signature shall have the same legal validity and effect as hand-written signatures and paper-based records. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

EXHIBIT A  
GENERAL RELEASE

**Date:**  
**RE: Address**

**RAB#**  
**OCA#**

**GENERAL RELEASE**

General Release executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **John Doe** (“Employee”):

For and in consideration of payment of the sum of one thousand one hundred dollars (\$1,100.00), less customary taxes and deductions, made by **Management**, as managing agent for **Building**, (“Employer”) pursuant to the terms of the Stipulation of Agreement dated November 30, 2017 (“Agreement”) and for other valuable consideration as set forth in the Agreement, Employee, for himself and for his heirs, executors, administrators, trustees, legal representatives and assigns (hereinafter, collectively referred to as “Releasers”), hereby finally and forever releases **Management, Building**, including its Board of Directors, and any of its or their parent companies, shareholders, subsidiaries, affiliates, divisions, employee benefit and/or pension plans or funds, successors and assigns and any of its or their past, present or future directors, officers, attorneys, agents, trustees, administrators, employees, or assigns (whether acting as agents for Employer or in their individual capacities) (collectively referred to as “Releasees”) from any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether based in contract, common-law, federal, state, or local statute or regulation, or otherwise), whether known or unknown, by reason of any act, omission, transaction or occurrence which Releasers ever had, now have or hereafter can, shall or may have against Releasees for, upon or by reason of any act, omission, transaction or occurrence up to and including the date of the execution of this General Release.

Without limiting the generality of the foregoing, Releasers hereby release and discharge Releasees from:

(i) any and all claims relating to Employee’s employment, the terms and conditions of such employment, and the employee benefits related to his employment with Employer;

(ii) any and all claims of employment discrimination and/or retaliation under any federal, state or local statute or ordinance, including without limitation, any and all monetary claims under the National Labor Relations Act (“NLRA”), Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefit Protection Act (“OWBPA”), Title VII of the Civil Rights Act, the Americans with Disabilities Act (“ADA”), the Employee Retirement Income Security Act (“ERISA”) (excluding claims for any accrued, vested benefits), the Family and Medical Leave Act (“FMLA”), the New York State Human Rights Law, New York State Labor Law, and the New York City Administrative Code;

(iii) any other claim (whether based on federal, state, or local law, statutory or decisional) relating to or arising out of Employee’s employment, the terms and conditions of such employment, including but not limited to claims for breach of contract (express or implied),

wrongful discharge, detrimental reliance, defamation, invasion of privacy, mental distress, physical injury, humiliation or compensatory or punitive damages; and

(iv) any and all claims for attorney's fees, costs, disbursements and/or the like which Releasees ever had, now have or hereafter can, shall or may have against Releasees for, upon or by reason of any act, omission, transaction or occurrence up to and including the date of the execution of this General Release.

Employee represents and warrants that he has not previously filed any actions, suits, charges, grievances, complaints, counter-claims, cross-claims or proceedings of any kind against any of the Releasees or in any court or before any administrative or investigative body or agency (whether public, quasi-public, or private). Employee promises not to file a lawsuit asserting any claims that are released by this General Release. Nothing in this General Release shall be construed to prevent Employee from filing a charge with, or participating in an investigation conducted by the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, or other federal, state, or local agency. However, Employee further agrees that he will not accept any award or settlement from any source or proceeding (including, but not limited to, any proceeding brought by any other person or by any government agency) with respect to any claim or right released and/or waived in this General Release. Nothing in this General Release shall be construed as a waiver of any claims Employee may have under the New York State Workers' Compensation law.

Employee acknowledges and agrees that the benefits provided pursuant to this General Release and the corresponding Agreement: (i) are in full discharge of any and all liabilities and obligations of the Releasees to Employee, monetarily or with respect to employee benefits or otherwise, including but not limited to any and all obligations arising under any alleged written or oral agreement, understanding, arrangement, policy, plan or procedure of the Releasees, any alleged agreement between the Releasees and Employee's collective bargaining representatives; and (ii) exceed any payment, benefit, or other thing of value to which Employee might otherwise be entitled under any policy, plan or procedure of the Releasees, any agreement between the Releasees and OPEIU Local 153, and/or any agreement between Employee and the Releasees.

Employee acknowledges and agrees that the terms and conditions of this General Release and corresponding Stipulation of Agreement are and shall be deemed to be strictly confidential, and shall not be disclosed to any person or entity without the prior written consent of Employer, except if required by law, to his accountants, union representatives, attorneys and/or immediate family members, provided that, to the maximum extent permitted by applicable law, rule, code or regulation, they agree to maintain the confidentiality of the General Release and corresponding Stipulation of Agreement. If required by law to make any such disclosure, Employee agrees first to notify Employer in order to give them an opportunity to challenge any such required disclosure. Employee further represents that his attorneys, accountants, family members, or agents shall not solicit or initiate any demand or request by others for any disclosure of the existence or terms of this General Release and corresponding Stipulation of Agreement, or encourage or induce any other person to make any comment or disclose any matter that Employee may not make or disclose pursuant to this paragraph.

If any provision of this General Release is held by a court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect; however, the remaining provisions shall be enforced to the maximum extent possible. Further, if a court should determine that any portion of this General Release is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

Employee shall have twenty-one (21) days [forty-five (45) days where Employee is older than 40] from receipt of this General Release to consider whether to accept its terms and conditions by signing the General Release. If Employee signs this General Release, he shall have seven (7) days to revoke his acceptance.

By signing this General Release, Employee acknowledges they have been given up to twenty-one (21) days [forty-five (45) days where Employee is older than 40] to consider the terms and conditions of this General Release and have been advised by Employer to discuss the terms and conditions of this General Release with an attorney unrelated to Employer prior to signing this General Release. By signing this General Release, Employee further acknowledges that they are entering into this General Release freely, knowingly, and voluntarily, with a full understanding of its terms and conditions and that they will have seven (7) days from the date they sign this General Release to revoke the General Release by sending written notice to: Stephen Halouvas, Realty Advisory Board on Labor Relations, Inc., 1 Penn Plaza, Suite 2110, New York, NY 10119.

---

**John Doe**

**STATE OF New York )**  
**) ss.:**  
**COUNTY OF \_\_\_\_\_)**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared **John Doe** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

---

Notary Public

**SIGNATURE PAGE**

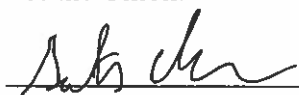
For the City Bar Justice Center:




\_\_\_\_\_  
Lynn M. Kelly  
Executive Director, City Bar Justice Center

Jan. 20, 2021  
Date


For the Union:

  
\_\_\_\_\_  
Seth Goldstein  
Senior Business Representative, OPEIU Local 153


1/27/2021  
Date

  
\_\_\_\_\_  
Myra Hepburn  
Secretary-Treasurer, OPEIU Local 153

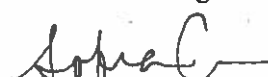
2/3/2021  
Date

  
\_\_\_\_\_  
Dana Kopel  
Organizer, OPEIU Local 153


1/27/2021  
Date

  
\_\_\_\_\_  
Michael Logan Campbell  
CBJC Union Bargaining Committee


1/27/2021  
Date

  
\_\_\_\_\_  
Sofia Colosimo  
CBJC Union Bargaining Committee

1/27/2021  
Date

  
\_\_\_\_\_  
Nancy Larcher  
CBJC Union Bargaining Committee

1/27/2021  
Date

  
\_\_\_\_\_  
Leah Susman  
CBJC Union Bargaining Committee

1/27/2021  
Date

**Collective Bargaining Agreement Addendum**  
**Employee Handbook Provisions**





NEW YORK CITY BAR ASSOCIATION  
and  
THE CITY BAR FUND

Employee Handbook

*Effective October 9, 2018*

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## **A MESSAGE FROM THE EXECUTIVE DIRECTOR**

Welcome to the New York City Bar Association and the City Bar Fund. You are now part of a special community of lawyers, staff members and volunteers who work on issues that impact the legal profession and the public every day. I hope that as you come to work in our landmark building, you are inspired by the dynamic and energetic place that we call the City Bar.

While your initial place of contact about the Employee Handbook is the Human Resources Department, I encourage you to come speak with me about any concerns or ideas you may have. My door is open to all employees.

The work that we do impacts many and the role you play here truly matters so I thank you for having joined us.

Sincerely,

A handwritten signature in black ink, appearing to read "Bret Parker". The signature is written in a cursive, flowing style.

*Bret Parker*

## **SECTION 1 – GOVERNING PRINCIPLES OF EMPLOYMENT**

### **1-1. FOREWORD**

This handbook contains the policies and benefits that apply to employees of the New York City Bar Association and the City Bar Fund (collectively “NYC Bar”). While the handbook endeavors to answer your most frequently asked questions, the Human Resources Department remains your main contact for any additional questions you may have regarding the NYC Bar’s policies and benefits.

The information contained here is applicable to all non-union staff and to members of any bargaining unit to the extent it is not in conflict with any applicable collective bargaining agreement. Staff in a bargaining unit, therefore, should consult their union contract as well as this handbook.

Nothing in this handbook negates the NYC Bar’s right to change or discontinue its policies and benefits at any time, subject to applicable law, and nothing in this handbook should be interpreted as creating a contract of employment between the NYC Bar and any staff members. The NYC Bar is an “at will” employer and can terminate an employee’s employment at any time without notice, for any reason, with or without cause, unless the employee has a written employment agreement signed by the Executive Director or is covered by a collective bargaining agreement that expressly limits the NYC Bar’s right to terminate the employee’s employment. No supervisor or manager has the unilateral authority to amend or supplement any provisions of this handbook.

An up-to-date version of this handbook will be accessible on the Intranet.

### **1-2. EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the NYC Bar to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, creed, age, national origin, alienage or citizenship status, gender (including gender identity and sexual harassment), sexual orientation, disability, arrest or conviction record, pregnancy, credit history, salary history, caregiver status, marital status, partnership status, or status as a victim of domestic violence, stalking and sex offenses, religion, sex, genetic information, military status, unemployment status or any other characteristic as protected by law. The NYC Bar prohibits and will not tolerate any such discrimination or harassment. With regard to the Americans with Disabilities Act and other related laws, the NYC Bar will endeavor to make reasonable accommodations for persons with disabilities.

Employment includes, but is not limited to, recruitment, hiring, promotion, transfer, training, termination or compensation and any other term or condition of employment. The NYC Bar's employment practices will conform to applicable federal, state and local laws and regulations regarding non-discrimination in employment and minimum wage and safety standards. The NYC Bar will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the NYC Bar's operations. In addition, the NYC Bar will comply with all applicable laws regarding accommodating employees with needs related to their disabilities and needs related to an employee's pregnancy, childbirth, or related medical condition.

### **1-3. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICIES**

The NYC Bar is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the NYC Bar expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

The NYC Bar is also committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This policy is one component of NYC Bar's commitment to a discrimination-free work environment. Sexual harassment is against the law.<sup>1</sup> All employees have a legal right to a workplace free from sexual harassment, and employees are urged to report sexual harassment by filing a complaint internally with the NYC Bar. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

#### **1-3.1. SEXUAL HARASSMENT POLICY**

1. The NYC Bar policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors, volunteers and persons conducting business, regardless of immigration status, with the NYC Bar. In the remainder of this policy, "employees" refers to this collective group.

---

<sup>1</sup> While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. NYC Bar will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of NYC Bar who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees<sup>2</sup> working in the workplace who believe they have been subject to such retaliation should inform their immediate supervisor, the Director of Human Resources or Counsel. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the NYC Bar to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
5. The NYC Bar will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. NYC Bar will keep the investigation confidential to the extent possible. Effective correction action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

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<sup>2</sup> A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, “gig” workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

6. All employees are encouraged to report any harassment or behaviors that violate this policy. A form for employees to report harassment and file complaints may be obtained from the Human Resources Department or the Intranet.
7. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe, to the Counsel or Executive Director of the NYC Bar.
8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently and be provided to employees upon hiring.

### **What Is “Sexual Harassment”?**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment;
- or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.



Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

### **Examples of sexual harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical assaults of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employees' body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
  
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
  
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
  
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
  
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

### **Who can be a target of sexual harassment?**

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

### **Where can sexual harassment occur?**

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

### **Retaliation**

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation. (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

### **Reporting Sexual Harassment**

Preventing sexual harassment is everyone's responsibility. The NYC Bar cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to their immediate supervisor, the Director of Human Resources or the Counsel. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to their immediate supervisor, the Director of Human Resources or the Counsel.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint may be obtained from the Human Resources Department or the Intranet, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

### **Supervisory Responsibilities**

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to the Counsel or the Executive Director of the NYC Bar.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

### **Complaint and Investigation of Sexual Harassment**

All complaints or information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The

investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. NYC Bar will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the Counsel will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Reporting Form" in writing. If he or she refuses, prepare a Reporting Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the allegations, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The final resolution of the complaint, together with any corrective actions action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.

- Inform the individual who reported of their right to file a complaint or charge externally as outlined below.

### **Legal Protections and External Remedies**

Sexual harassment is not only prohibited by the NYC Bar but is also prohibited by state, federal, and local law. Aside from the internal process at the NYC Bar, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

### **New York State Division of Human Rights (DHR)**

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees regardless, of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (“DHR”) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the NYC Bar does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney’s fees and civil fines.

DHR’s main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400 or visit [www.dhr.ny.gov](http://www.dhr.ny.gov).

Contact DHR at (888) 392-3644 or visit <https://dhr.ny.gov/complaint> for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized

and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

### **Civil Rights Act of 1964**

The United States Equal Employment Opportunity Commission ("EEOC") enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at <http://www.eeoc.gov> or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit the website [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml)

### **Contact the Local Police Department**

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

### **1-3.2. ANTI-HARASSMENT POLICY ON THE BASIS OF OTHER CATEGORIES**

In addition to sexual harassment, harassment on the basis of any protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, creed, age, national origin, alienage or citizenship status, gender (including gender identity and sexual harassment), sexual orientation, disability, arrest or conviction record, pregnancy, credit history, salary history, caregiver status, marital status, partnership status, or status as a victim of domestic violence, stalking and sex offenses, religion, sex, genetic information, military status, unemployment status or any other characteristic as protected by law, or that of his/her relatives, friends, or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email).

#### **Retaliation is Prohibited**

The NYC Bar prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination.

#### **Reporting an Incident of Harassment, Discrimination or Retaliation**

The NYC Bar strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals should file their complaint with their immediate supervisor, the Director of Human Resources or the Counsel. The supervisor should promptly report any such complaint to the Director of Human Resources and all reported complaints will be reviewed with the Counsel. Individuals should not feel obligated to file their complaint with their immediate supervisor first before bringing the matter to the attention of one of the other designated representatives identified above. If the complaint is against the immediate supervisor, individuals are advised to file their complaint with the Director of Human Resources, the Counsel or the NYC Bar's Executive Director.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination and retaliation. Therefore, while no fixed reporting period has been established, the NYC Bar strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

### **The Investigation**

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation, appropriate corrective action and applicable law. All employees are required to cooperate with all investigations. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including termination.

### **Responsive Action**

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the NYC Bar believes appropriate under the circumstances.

Individuals who have questions or concerns about these policies should speak with the Director of Human Resources, Counsel or the NYC Bar's Executive Director.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussion in order to avoid allegations of harassment. The law and the policies of the NYC Bar prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

### **IMPORTANT NOTICE TO ALL EMPLOYEES**

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action.



#### **1-4. AMERICANS WITH DISABILITIES ACT**

The NYC Bar is committed to complying with the Americans with Disabilities Act (“ADA”) and related laws. It is the NYC Bar’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department.

Human Resources will provide a form that will need to be completed by a physician or medical provider. Consistent with this policy of nondiscrimination, the NYC Bar will provide reasonable accommodations to a qualified individual with a disability as defined by the ADA, who has made the NYC Bar aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the NYC Bar. Depending on the request, the NYC Bar may request periodic resubmission of the form to verify that a particular need still requires a special accommodation. The NYC Bar encourages individuals with disabilities to come forward and request reasonable accommodations.

#### **Procedure for Requesting an Accommodation**

On receipt of an accommodation request from your medical provider, contact the Human Resources Department and arrangements will be made to meet with HR and your supervisor to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the NYC Bar might make to help overcome those limitations.

The NYC Bar will determine the feasibility of the requested accommodation considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of funding, the NYC Bar’s overall financial resources and organization, and the accommodation’s impact on the NYC Bar’s operation, including its impact on the ability of other employees to perform their duties. The NYC Bar will inform the employee of its decision on the accommodation request. If the accommodation request is denied, employees will be advised of their right to appeal the decision to the NYC Bar’s Executive Director by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require the NYC Bar to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.). An employee or job applicant who has questions regarding this policy, or alleges discrimination based on a disability, should contact the Human Resources Director or the Counsel. All such inquiries or complaints will be treated as confidential to the extent permitted by law.

## **SECTION 2 – OPERATIONAL POLICIES**

### **2-1. EMPLOYEE ORIENTATION PROGRAM**

Employees will participate in an orientation in which a member of the Human Resources Department will give you a general overview of the NYC Bar policies and procedures. In addition, each department will provide new employees with explanations of their individual duties and schedules as well as rules specific to his or her department.

### **2-2. EMPLOYEE REFERRAL PROGRAM**

The NYC Bar looks for great people to join our organization, and each employee can help. Research has shown, and our own experience supports, that hires who come into our organization through employee referrals are excellent contributors, stay longer and are more cost effective to recruit. If you know someone who you think would be a great addition to the NYC Bar and meets the qualifications for an existing open position, please email the Human Resources Department. You should also inform the candidate to email his or her resume with a cover letter indicating he or she was referred by you, and to include salary expectations. The email should be sent to [humanresources@nycbar.org](mailto:humanresources@nycbar.org).

### **2-3. EMPLOYEE CATEGORIES AND CLASSIFICATIONS**

The NYC Bar maintains standard definitions of employment status and classified employees for purposes of Human Resources administration, including benefits eligibility, and related payroll transactions. Employees will be informed of their categories/classifications upon hire and informed of any subsequent changes to their classifications during employment.

**Full-Time Employees:** Employees who regularly work 30 hours or more per week for a non-specified period

**Part-Time Employees:** Employees who work less than 30 hours per week for a non-specified period

**Temporary Employees<sup>3</sup>:** Employees hired for a specified period of time (e.g., to work on a specific project, to replace an employee on leave, paid intern, etc.) and paid through NYC Bar’s payroll.

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<sup>3</sup> Independent contractors, consultants, freelancers, and leased employees (e.g. through an outside employment agency) are not employees of the NYC Bar.

**Category I Employees:** Employees who are not lawyers or directors.

**Category II Employees:** Employees who are lawyers or directors.

In addition to the above categories, employees are categorized as either “exempt” or “non-exempt” for purposes of federal and state wage and hour laws.

**Non-Exempt:** Non-exempt positions as defined by the Fair Labor Standards Act (FLSA), are those technical, administrative, and clerical positions where the law requires that all work performed in excess of 40 hours per week be compensated at the rate of time and one half.

**Exempt:** Exempt positions are excluded from the FLSA and do not receive overtime pay provided they meet criteria defined for Executive, Administrative, Professional and outside Sales positions.

#### **2-4. WORKING HOURS/TIME SHEETS**

Employees generally will be assigned to work a seven-hour day, with an additional hour for lunch. Lunch should be taken between the hours of 12:00 p.m. and 2:00 p.m. or at other times if your work hours are different from the majority of the staff. Supervisors/and or Department heads will determine the general work hours for your position and set the time you take your lunch hour to ensure sufficient coverage is provided, and in compliance with the law. Other arrangements may be made with the Supervisor and/or head of your Department for extenuating circumstances. Please note that to accommodate the needs of the NYC Bar, such as the staffing of evening events, individual work schedules may be changed on a short-term or long-term basis.

On very rare occasions, an employee may voluntarily agree to waive his/her right to a meal period if deadlines warrant this need, both the Supervisor and the employee agree to this, and the employee notes that s/he has voluntarily chosen to skip the lunch break on the time sheet or via email.

Non-exempt employees will be compensated for time spent traveling on behalf of the NYC Bar (except for meal periods) during their normal working hours and on unscheduled workdays (such

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as weekends). Non-exempt employees also will be compensated for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be undertaken only with the prior approval of the head of your Department.

All employees are required, on a daily basis, to record the time they actually worked on a time-record through ADP time entry or hand scanner. Repeated failure to complete timesheets, or use of the hand scanner for recording hours, may be cause for disciplinary action up to and including termination.

## **2-5. ATTENDANCE AND PUNCTUALITY**

Employees are hired to perform important functions at the NYC Bar. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are disruptive and place an unfair burden on co-workers and supervisors. Employees are expected to have excellent attendance and punctuality to ensure operations run smoothly. Employees are expected to be in their work areas/at their workstations/in the office on time, and ready to work at his/her designated start time.

Excessive absenteeism or tardiness will result in disciplinary action, up to and including termination. However, in the event of unforeseen absences and when tardiness cannot be avoided, employees are expected to notify their supervisor as early as possible, but no later than one (1) hour before the start of their workday, when possible. Employees are required to inform their supervisor of the expected duration of the absence and keep the supervisor apprised of the expected date of return to work.

## **2-6. INCLEMENT WEATHER/EMERGENCY CLOSURES**

When the NYC Bar is closed due to inclement weather or for an emergency situation, all efforts will be made to notify employees on a timely basis. Notification will be sent to employee cell phones via text message using the emergency notification system. The NYC Bar main phone number's general message will be changed to reflect the closure, and the home page of the NYC Bar's website will indicate the NYC Bar is closed. When the NYC Bar closes for these types of situations, all staff generally scheduled to work that day will receive regular pay for the day of closure.

The safety of the NYC Bar's employees is always a concern and a priority. Regardless of whether the building remains open or closed, each employee must use his or her best judgment to determine if he or she can safely travel to work under the conditions. If an employee elects not to work when the NYC Bar is open, his/her supervisor must be notified as required for any absence. In this case, any personal or vacation time may be used.

On days when the NYC Bar is open and poor weather conditions occur as the day progresses, the NYC Bar may decide to close early. Notification will be sent to all staff via email. Employees will be paid for their scheduled hours for the remainder of the day. If an employee needs to leave sooner than the scheduled closing time, s/he should speak to his/her supervisor.

## **2-6. TELECOMMUTING**

Telecommuting entails a regular work-at-home arrangement or an occasional remote-access arrangement. In general, telecommuting may be granted under appropriate circumstances to employees whose job responsibilities are suited for such an arrangement. Each request to telecommute will be decided on an individual basis under the guidelines set forth below.

### **Eligibility**

The employee's supervisor must confirm that the employee may completely function remotely in order to accomplish all of the requirements of the position. Generally, administrative and support staff are not eligible to telecommute in light of the job responsibilities.

Initiation of a telecommuting arrangement can be made at the request of either the NYC Bar or the employee. Permission to engage in telecommuting is at the discretion of the NYC Bar. Participation in telecommuting is voluntary on the part of the employee, except in cases where the position requires it and notification has been provided to the employee.

Employees who wish to telecommute must first discuss the request with their immediate supervisor. The Department head, Director of Human Resources and NYC Bar's Executive Director must approve telecommuting arrangements.

Generally, telecommuting should be contemplated when:

- The employee has demonstrated a sustained performance level that meets, often exceeds, or always exceeds expectations;
- When the manager believes that the employee can maintain the expected quantity and quality of work while telecommuting;
- Quality of service can be maintained for staff, clients, and members of the NYC Bar community; and
- Telecommuting is appropriate considering the nature of the employee's job.

Generally, telecommuting should not be contemplated when:

- The nature of the job requires the employee's physical presence (e.g., telecommuting may not be appropriate where the employee must supervise the work of other employees) or efficiency is compromised when the employee is not present;
- The employee's performance evaluations do not demonstrate a sustained, sufficient performance level;
- The employee's productivity is poor;
- The employee requires close supervision as indicated, for example, by the employee's consistent need for on-site guidance;
- The employee has less than six months of service (except in the limited circumstances described below);
- The employee's current assignment requires frequent supervision, direction or input from others who are on-site;
- The employee has demonstrated performance issues, such as an attendance problem; or
- The employee has received disciplinary action or is on a performance improvement plan.

In some cases, departments may wish, as a recruitment tool, to permit a new employee to telecommute as part of the hiring arrangement. The supervisor should contact the Director of Human Resources to obtain a waiver of the six-month limit set forth above.

Permission to telecommute is dependent upon the employee having a suitable work location at the off-site premises, and in compliance with the requirements set forth herein. Telecommuting is not intended to permit employees to have time for childcare purposes, to work at other jobs or to run their own businesses. Failure to fulfill normal work requirements may be cause for disciplinary action up to and including termination of employment.

### **Duration**

All telecommuting arrangements are granted on a temporary and revocable basis and may be discontinued by the NYC Bar at any time and for any reason. In making telecommuting arrangements, both the department and the employee must be mindful that the policy is designed to provide a relatively long-term working arrangement, and it should not be used as a constant series of short-term arrangements. Employees who change their mind frequently about participating will not be permitted to telecommute.

### **Requirements**

The following requirements apply to telecommuting arrangements:

- A specific work schedule, including workdays and hours, must be agreed upon in advance.

- As required by Human Resources, the Executive Director and/or an employee's supervisor, employees must be on site as necessary to attend meetings, training sessions, or similar events or occurrences, even when it falls on their work-from-home day.
- Employees must maintain a regular workload consistent with their schedule and position.
- Employees who are unable to work due to illness must use sick leave, and must report their absence to their supervisor.
- Employees who wish to be relieved of responsibility for work on a particular day or days must use appropriate pre-approved leave.
- Employees are responsible for the safety and security of all the NYC Bar's property and proprietary information.
- Employees shall not conduct any NYC Bar-related business with non-NYC Bar personnel at the employee's premises.
- Employees must sign an Acknowledgment Form regarding the telecommuting arrangement.

### **NYC Bar Property**

If the NYC Bar provides property such as computers, printers, fax machines /or other equipment on loan to an employee, it is the employee's responsibility to keep it safe while it is not on NYC Bar premises. In most cases, employees will be expected to provide their own equipment, such as computers and telephone lines, if they wish to telecommute.

If NYC Bar equipment is provided, each piece of equipment will be listed with its serial number within the IT Department when the employee takes possession. Employees must return the equipment in the same condition in which it was originally received, except for normal wear and tear. Employees are personally liable for missing or damaged equipment. The employee must make sure that their homeowners or renters insurance policy covers injury arising out of or relating to business use of the home and that the insurance company is particularly aware of the telecommuting arrangement, if such disclosure is required for coverage.

In the event that equipment is lost or stolen, please immediately notify the IT Department and supervisor.

Equipment such as computers, printers, software, and any services provided on loan by the NYC Bar remain the property of the NYC Bar while on loan and must be returned or terminated upon termination of the telecommuting arrangement.

### **Insurance**

The NYC Bar assumes no liability for injuries occurring in the employee's home workspace outside of work hours. Any potential coverage afforded by NYC Bar insurance policies is secondary to the

employee's homeowners, renters, and/or other applicable insurance policies. Employees should be aware that some homeowner policies do not automatically cover injuries arising out of, or relating to, the business use of the home. For the employee's protection, employees should have their homeowners/renter's liability policy endorsed to cover bodily injury and property damage to all third parties arising out of or relating to the business use of their home. Employee agrees to provide a Certificate of Insurance and will immediately notify NYC Bar of any changes in their insurance policy. Employees who live in rental properties should be aware that their lease may not permit business use of the premises.

### **Taxes**

Income taxes will be withheld based on the location of the NYC Bar, and may also be withheld based on the location from which the employee telecommutes. Employees may wish to consult their tax advisor with respect to other tax consequences.

### **2-7. PAY PRACTICES**

Employees are paid on a bi-weekly basis by direct deposit or check. The scheduled paydays are listed on the Intranet each year indicating the time frame each payday covers. Paydays are typically on Fridays unless it is a holiday in which case your paycheck will be issued or deposited on the last workday before that Friday.

The NYC Bar strongly encourages employees to use direct deposit. By signing up for direct deposit, employees will have immediate access to their funds on payday. Authorization forms are available through ADP Total Source. Employees not using direct deposit may receive salary and/or vacation pay in advance (when the employee's vacation falls during a pay period). Signed and approved written requests must be forwarded to the Payroll and Human Resources departments at least 6 workdays in advance of the vacation.

It is the NYC Bar's policy and practice to accurately compensate employees and to do so in compliance with all applicable state, city and federal laws. Under certain circumstances and in accordance with federal wage-hour regulations, certain deductions may be made from an exempt employee's salary (in addition to tax withholdings and other applicable payroll deductions). Employees are strongly advised to check their paystubs and are encouraged to promptly report any mistakes, improper deductions, failure to pay overtime or overpayments to the Payroll Department. If you believe there is an error in your pay (including impermissible deductions), immediately raise the matter with the Payroll Department or Human Resources so the NYC Bar can promptly investigate and resolve the discrepancy. It is the obligation of all employees to cooperate in such an investigation. Errors will be corrected promptly.



The NYC Bar prohibits retaliation, in any form, against any employee who makes a complaint under this policy or participates in the investigation of such a complaint.

## **2-8. OVERTIME**

### **Eligibility**

Overtime work is limited to those instances when work cannot otherwise be performed within a regular work schedule, and the failure to work overtime would negatively impact a project or critical service. Non-exempt employees are not permitted to work through their lunch hour without the written approval of the department head. Paid absences, including sick time, holidays, vacation days, personal days, early closings, time off for jury duty or other excused absences are not considered hours worked for purposes of calculating overtime. Unpaid absences or time missed due to lateness are not considered hours worked for purposes of calculating overtime. Exempt employees are not eligible for overtime pay.

### **Procedure**

Non-exempt employees may work additional hours beyond their regular work week with the written approval of the department head. Department heads are responsible for controlling all overtime work performed by employees in their departments, and for ensuring that: (a) adequate justification is given for proposed overtime; (b) overtime is approved in advance; and (c) employees receive, whenever possible, reasonable notice of the need for them to work overtime.

### **Non-exempt employees who regularly work 35-hour weeks**

On those occasions when an employee expects to work more than 7 hours on a given day, the employee may either receive compensatory time off on an hour for hour basis taken by the end of the pay week in which it was earned, or receive the additional pay, subject to the discretion of the supervisor.

### **Non-exempt employees who generally work less than 35-hour weeks**

On those occasions when an employee expects to work more than the hours regularly allotted on a given day, the employee may either receive compensatory time off on an hour for hour basis taken by the end of the pay week in which it was earned, or receive additional pay, subject to the discretion of the supervisor.

All non-exempt employees who are required to work more than forty (40) hours in any week will receive overtime pay at the rate of one and a half times their regular pay rate for all such hours. Any hours worked between the employee's usual weekly hours and additional hours up to forty (40) will be compensated at the straight time rate.

## **2-9. PERFORMANCE REVIEWS**

The NYC Bar will review your performance annually, generally at the beginning of the calendar year. In addition to these performance evaluations, the NYC Bar encourages you and your supervisor to discuss your job performance on a frequent and ongoing basis, and your supervisor may conduct a performance review more frequently than annually, particularly during your first year of employment, following a promotion, or if performance issues arise.

Please be aware that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management. They are not automatic or guaranteed.

## **SECTION 3 - BENEFITS**

### **3-1. BENEFITS**

This part of the Employee Handbook contains a very general description of the benefits to which you may be entitled as an employee of the NYC Bar. This general explanation is not intended to provide you with all of the details of these benefits. Please refer to the summaries of benefits and coverages found in your enrollment kit and on the ADP TotalSource website at <https://online.adp.com/totalsource/login.html>, which provides details of the specific benefit options available.

**Full-time Employees:** Regular full-time employees are eligible for the Organization's full benefits package, subject to the terms, conditions and limitations of each benefit program.

**Part-time Employees:** Regular part-time employees may be eligible to participate in certain benefit programs, based on the eligibility criteria of such programs.

**Temporary employees:** Temporary employees do not receive general NYC Bar benefits, except those required to be provided by law. Temporary employees may be full-time or part-time during their assignment. While the NYC Bar intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason. If you have any questions regarding your benefits, please contact an ADP Representative at 1-800-554-1802. If they are not able to assist you, then you should contact the Human Resources Department.

### **Medical Plan**

Employees who are regularly scheduled to work thirty (30) or more hours weekly are eligible to participate in the Medical Insurance Plan on the first day of the month following sixty (60) days of employment. They may also add spouses, domestic partners and children to their coverage. Employees who participate in the medical plan are required to contribute to the cost of the coverage. Enrollment information will be provided by ADP TotalSource.

### **Dental Plan**

Employees who are regularly scheduled to work thirty (30) or more hours per week are eligible to participate in the Dental Plan on the first day of the month following sixty (60) days of employment. The employee contribution is 100% of the cost of the monthly premium for coverage for themselves or for their family. Enrollment information will be provided by ADP TotalSource.

### **Vision Plan**

Employees who are regularly scheduled to work thirty (30) or more hours per week are eligible to participate in the Vision Plan on the first day of the month following sixty (60) days of employment. The employee contribution is 100% of the cost of the monthly premium for coverage for themselves or for their family. Enrollment information will be provided by ADP TotalSource.

### **Life, Accidental Death and Dismemberment, and Short and Long-Term Disability Plans**

In accordance with New York State law, the NYC Bar provides all employees with short-term disability benefits. In addition, the NYC Bar provides enhanced monetary short-term disability benefits to full-time employees. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

Full-time employees also are eligible to participate in the NYC Bar's life insurance, long-term disability plan and accidental death and dismemberment insurance plan, subject to all terms and conditions of the agreement between the NYC Bar and the insurance carrier. The NYC Bar pays 100% of the cost of this coverage.

These are solely monetary benefits and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### **Participation in Member Discount Plans**

Employees are eligible to participate in certain discount plans available to the NYC Bar membership. For more details, please contact the Membership Department or visit <http://www.nycbar.org/member-and-career-services/member-resources/benefits-of-membership>.

#### **Commuter Benefits Program**

The NYC Bar provides a commuter benefits program through ADP TotalSource, administered by WageWorks, which allows employees to pay for eligible transportation expenses with pre-tax income. For further details and/or to enroll, logon at <https://online.adp.com/totalsource/login.html>.

#### **401(k) Plan**

All eligible employees can contribute to the NYC Bar's 401(k) plan as soon as they begin employment with the NYC Bar. Should the NYC Bar choose to make an employer-matching contribution to the 401(k) plan, employees are eligible to receive the contribution after completing one year of employment, subject to the rules of the NYC Bar's 401(k) plan. The current match is 3% but is subject to change at any time.

#### **Employee Assistance Program (EAP)**

The NYC Bar provides an employee assistance program for employees through ADP. This program offers qualified counselors to help you cope with personal problems you may be facing. The first three (3) visits will be at no cost to the employee. The EAP can be contacted for various needs, such as a certified financial planner, child care providers, elder care needs, help with grieving, as well as many other needs. Further details can be obtained by contacting an EAP counselor at (888) 231-7015.

### **3-2. PAID TIME OFF**

You are strongly encouraged to take the paid time off to which you are entitled. Time off under this policy includes vacation and personal days. When needed due to an employee's illness or that of a family member, sick days should be taken. Employees should contact their supervisor or the Human Resources Department for any questions regarding paid time off accrual and use.

#### **VACATION**

The amount of vacation time earned depends upon the employee's length of active continuous service, his/her date of hire, and the classification of the employee's position. A full month of service will consist of the period from the first working day of that month to the last working day of that month.

**Category I Staff** (Employees who are not lawyers or directors)

Newly hired staff will accrue 1.25 vacation days for each full month of active continuous service in that calendar year, and may be scheduled beginning after three (3) months of employment, which may be used in either the first or second calendar year of employment. As of January 1<sup>st</sup> of the subsequent year, vacation entitlement moves to a calendar year basis and staff is entitled to fifteen (15) days' vacation, to be accrued on a monthly basis.

As of January 1<sup>st</sup> of the fifth year of employment, staff whose date of hire is between January 1<sup>st</sup> and June 30<sup>th</sup> will be eligible for twenty (20) days of vacation (accrued monthly). Staff whose employment date is between July 1<sup>st</sup> and December 31<sup>st</sup> will be eligible for twenty (20) days of vacation, which will accrue at the rate of 1.667 days per month, beginning as of January 1<sup>st</sup> of the sixth year of employment.

**Category II Staff** (Employees who are lawyers or directors)

Newly hired staff will accrue 1.667 vacation days for each full month of active continuous service in that calendar year, and may be scheduled after three (3) months of employment, which may be used, in either the first or second calendar year of employment. As of January 1<sup>st</sup> of the subsequent year, vacation entitlement moves to a calendar year basis and staff is entitled to twenty (20) vacation days, to be accrued on a monthly basis.

Vacation will accrue as follows:

Category I Employees -- 1.25 days per full month of work

Category II Employees -- 1.667 days per full month of work

**Part-time and Temporary Employees**

Part-time employees regularly scheduled for twenty (20) hours or more per week are eligible for paid vacation. The vacation entitlement will be computed on a pro-rata basis based on the employee's regularly scheduled hours. Part-time employees regularly scheduled for less than twenty (20) hours per week and temporary employees are not entitled to any paid vacation. If a part-time employee becomes an employee regularly scheduled for twenty (20) or more hours per week, or if a temporary employee's status changes to regular employment and regularly works twenty (20) or more hours per week, the employee then becomes eligible for paid vacation and vacation entitlement will be computed on a pro-rata basis based on the employee's regularly scheduled hours. Length of service will be calculated from the initial employment date for purposes of determining the employee's eligibility for additional weeks of vacation under this policy.

**Accrual of Vacation**

Vacations are not cumulative from year to year, with the exception of new employees. Any part of the vacation that is not taken within the calendar year in which it is earned will be forfeited. In unusual circumstances, a department head may require that an employee's vacation be deferred. Requests to defer vacation for five (5) or less days may be sent directly to the Human Resources Department with supervisor approval. To defer vacation for more than five (5) days, the written approval of the NYC Bar's Executive Director must be obtained. Deferred vacation must be taken by March 31st of the following year unless approved by the Executive Director.

In the event of a leave of absence, vacation will continue to accrue, but will stop accruing after four (4) weeks of such leave of absence for employees with less than five (5) years of service, at the time the leave begins, or after eight (8) weeks leave of absence for employees with five (5) or more years of service. Employees will be entitled to the vacation that has accrued during their leave of absence only upon their return to active employment, for future use. If the employee does not return to active employment after the leave of absence, the employee forfeits the unused vacation time that accrued during the leave of absence (and the equivalent vacation pay).

#### **Vacation Request**

A time off request form in the ADP time entry system must be completed by the employee and approved in advance by his or her supervisor. Vacation is not considered approved until the employee receives the approval from his or her supervisor. **Vacation days may not be taken in less than half-day increments.**

Subject to your supervisor's approval, employees may be permitted to "borrow" against the vacation they expect to accrue over the course of the year. In order to take vacation not yet accrued, employees must complete a "Vacation Advance Request" form, available on the intranet, and forward to the Payroll Department if approved. In making such determination, the operating needs of the Department will be considered. If employment terminates, the borrowed time taken beyond the accrued vacation pay will be deducted from the employee's final paycheck.

If an employee who will be out on vacation during a payday wishes to receive his or her regular pay in advance of vacation and s/he is not on direct deposit, a request must be made and approved at least six (6) business days in advance of the scheduled vacation. A copy of the original vacation request form must be sent to the Payroll Department, with a copy to the Human Resources Department. In the absence of such a request, the employee will receive his or her vacation pay in the next regular paycheck after the vacation.

#### **Illness or Injury During Vacation**

Vacation may not be canceled or rescheduled due to illness or injury, or converted to other paid leave time once the vacation has begun. An employee's vacation may be rescheduled in the event that an illness or injury occurs before the vacation has begun, and the NYC Bar is given notice on the first business day thereafter.

### **Holiday During Vacation**

When an employee's vacation period includes a holiday, that day is counted as a holiday, not a vacation day. Please see Section 3-4 for additional information concerning holidays.

### **Vacation Pay**

Pay in lieu of vacation will not be permitted. However, if an employee has been actively employed with the NYC Bar for more than six (6) months and terminates, upon termination he or she will be paid for any unused vacation accrued that year (subject to any exceptions for leave of absences). Any vacation time carried over from a prior year will not be paid upon separation of employment. All time will be calculated and rounded to half-day increments. Employees who terminate employment before the completion of six (6) months of employment will not be entitled to vacation pay upon separation of employment.

### **PERSONAL DAYS**

Full-time employees who are employed for three (3) months shall accrue one (1) personal day per calendar quarter. Part-time employees scheduled for twenty (20) hours or more per week who are employed for three (3) months shall accrue a "personal day" computed on a pro-rata basis based on the employee's regularly scheduled hours for the week. **Personal days may not be taken in less than half-day increments.**

Employees may not use personal days that have not yet accrued. Once the personal day has accrued, the employee may use it at any time within the calendar year. Time off for personal days must be completed by the employee through the ADP time entry system and approved in advance by his/her supervisor. Unused personal days may not be carried over to subsequent years and under no circumstances will an employee be paid for accrued but unused personal days.

The personal day for full-time employees and its equivalent for part-time employees accrues at the beginning of each quarter. Personal days must be scheduled and approved by the department head at least one (1) week in advance, except in emergency situations.

### **SICK LEAVE**

All employees who work more than 80 hours in New York City in a calendar year are eligible for paid sick leave pursuant to the New York City Earned Sick and Safe Time Act (the “Act”).

### **Use of Sick Leave**

Employees will be allowed to use their paid sick leave:

- (i) for the employee’s illness, health condition, medical diagnosis, care or treatment of an illness, preventative care, or elective surgery, including organ donations;
- (ii) to care for a family member who requires attention for medical diagnosis, care or treatment of an illness or health condition, to seek preventative care, or for elective surgery, including organ donations;
- (iii) when a public official orders the closure of an employee’s child’s school or child care provider due to a public health emergency;
- (iv) when a public official orders the closure of the employee’s place of business due to a public health emergency;
- (v) for covered purposes where the employee or the employee’s covered family member is a victim of domestic violence, sexual offenses, stalking or human trafficking (“safe time”).

### **Safe Time**

For purposes of the Act, family members include an employee’s child, spouse, domestic partner, parent, sibling (including adopted, half- or step-sibling), grandparent, grandchild, and the child or parent of an employee’s spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship.

Reasons for safe time may include: (i) to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program; (ii) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee’s family members from future harm; (iii) to meet with an attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, and/or discrimination in employment, housing or consumer



credit; (iv) to file a complaint or domestic incident report with law enforcement or meet with a district attorney's office; (v) to enroll a child in a new school; or (vi) to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

### **Accrual of Sick Leave**

Covered employees will accrue paid sick leave as follows:

1. Employees who work 30 hours or more per week (whether exempt or non-exempt) accrue paid sick leave of 9 days (63 hours) per year.
2. Employees who work between 20 and 29 hours per week accrue paid sick leave at a pro-rated amount of the 9 days (63 hours) per year. (e.g., an employee who works 20 hours per week is entitled to 36 hours per year etc.).
3. Employees who work less than 20 hours per week accrue paid sick leave at a rate of 1 hour per every 30 hours worked, up to 40 hours per calendar year.

Employees will begin accruing sick leave at the commencement of employment, but such new employees may not use the accrued sick leave until after 60 days of employment. In the event of a leave of absence (medical, personal or military), sick leave will continue to accrue, but will stop accruing after four (4) weeks of such leave of absence for employees with less than five (5) years of service at the time the leave commences, or after eight (8) weeks leave of absence for employees with five (5) or more years of service. Upon return to active employment following the leave of absence, employees will be entitled to the eligible sick leave that accrued during the leave of absence for future use.

Employees will not be paid for unused sick time at the end of a given calendar year or upon separation of employment for any reason.

### **Sick Leave Carryover**

Employees regularly scheduled for 20 hours or more per week may accumulate unused paid sick days up to a maximum of sixty (60) days (which equates to 420 hours) for use in future years. Employees who work less than 20 hours per week shall be entitled to carry over up to 40 hours of unused sick leave for immediate use in the following calendar year, however such employees shall not be permitted to use more than 40 hours of paid sick leave in a given calendar year.

The sick leave accumulation may be applied to a protracted illness of one week (5 working days) or more, even though the employee may have sick days available from the current year's entitlement.

Banked sick days that do not meet this criteria may be accessed through approval of the NYC Bar's Executive Director.

### **Sick Leave Protocol**

To qualify for paid sick days, the employee must have accrued sufficient paid sick days. An employee who is absent due to a sickness must notify his/her supervisor at least one (1) hour prior to the start of their regularly scheduled work day whenever possible, unless proper excuse is presented for the employee's inability to communicate with the supervisor or the employee has been granted an authorized medical leave, in which case different notification procedures may apply. For leave that is foreseeable, such as a doctor's appointment, employees must notify their supervisor at least seven days prior to the date the sick time is to be used. Failure to properly notify the NYC Bar using these procedures may result in an unexcused absence.

Sick leave under this policy must be used in no less than half-day increments.

Employees may be required to provide medical documentation or, for safe time, other reasonable documentation, of the need for sick leave when an employee's absence exceeds three consecutive work days. For purposes of safe time, reasonable documentation may include a written note from a victim services organization, attorney, member of a clergy, or medical provider, a police or court record, or a notarized letter from the employee documenting the need for such leave. NYC Bar may further require employees to certify that they have used sick leave for covered purposes under this policy. Fraudulent use of sick leave or failure to provide requested documentation may be the basis for disciplinary action, up to and including discharge.

### **No Retaliation**

Employees are protected from retaliatory action for exercising or attempting to exercise their rights under this policy. Any employee who believes he or she has been subjected to retaliatory action in violation of this policy should report such action immediately to the Director of Human Resources, Executive Director or inside Counsel. NYC Bar will promptly investigate any claims of retaliatory action and take any necessary corrective action where appropriate.

### **3-3. LACTATION BREAKS**

Employees have the right to be free from discrimination in relation to pregnancy, childbirth and related medical conditions. The NYC Bar will comply with all applicable laws regarding accommodating employees with needs related to their disabilities and needs related to an employee's pregnancy, childbirth, or related medical condition.

Employees who are nursing are provided with break time to express breast milk for up to three years after the birth of a child. An employee may be asked to postpone the break period for up to thirty (30) minutes until appropriate coverage is available. Employees will not be discriminated against or retaliated against for exercising their rights under this policy and reasonable efforts will be made to provide a private room or location in close proximity to the work area for this purpose.

Employees who anticipate the need to arrange for such breaks should inform the Human Resources Department and their supervisor as far as possible in advance of the employee's return to work after childbirth, so that appropriate arrangements can be made.

### **3-4. HOLIDAYS**

The NYC Bar observes ten (10) holidays each year. When these holidays fall on Saturday or Sunday, the Friday before the Saturday holiday or the Monday following the Sunday holiday will be observed. The following holidays are observed:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The Executive Director may designate additional holidays at his/her discretion. In addition, the Executive Director reserves the right to close the building early on a work day preceding certain holidays. In the event that an employee is out of the office on the day of an early closing, the time off will be counted as a full day.

#### **Holiday Pay**

Employees will be paid for a holiday that falls on a regularly scheduled workday at the regular rate of pay. To receive holiday pay, all eligible employees must be at work or on an approved absence on the scheduled workday immediately before and after the holiday. Approved absences are a paid vacation day, personal day or sick day or an NYC Bar business-related activity.

When non-exempt employees are scheduled to work on a holiday, the following applies:

- If employees are eligible for overtime pay (for any time worked beyond 40 hours in a work week), they are paid at the rate of time and one half of the employee's base salary. In addition, employees will be granted a substitute day off with pay within thirty (30) days if possible, of the holiday. Where a substitute day off cannot be scheduled, employees receive an additional day's pay at straight time.
- If employees are not eligible for overtime pay (when total hours worked will not exceed 40 in a work week), they must be granted a substitute day off with pay within thirty (30) days, if possible, of the holiday. Where a substitute day off cannot be scheduled, employees receive an additional day's pay at straight time.

### **3-5. FAMILY AND MEDICAL LEAVE**

The NYC Bar will provide Family and Medical Leave to its eligible employees. The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns, or disputes with this policy, please contact the Human Resources Department.

#### **General Provisions**

Under this policy, the NYC Bar will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

#### **Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

(1) The employee must have worked for the NYC Bar for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week

even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

(2) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

(3) The employee must work in a worksite where 50 or more employees are employed by the NYC Bar within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

### **Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must take leave for one of the reasons listed below:

- (1) The birth of a child and in order to care for that child.
- (2) The placement of a child for adoption or foster care and to care for the newly placed child.
- (3) To care for a spouse, child or parent with a serious health condition (described below).
- (4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity 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. Employees with questions about what illnesses are covered under this FMLA policy or under the NYC Bar's sick leave policy are encouraged to consult with the Human Resources Department.

If an employee takes paid sick leave for a condition that constitutes a serious health condition and the employee requests unpaid leave as provided under this policy, the NYC Bar may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

(5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.

The qualifying exigency must be one of the following:

- a. short-notice deployment
- b. military events and activities
- c. child care and school activities
- d. financial and legal arrangements
- e. counseling
- f. rest and recuperation
- g. post-deployment activities, and
- h. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered servicemember.

(a) A “son or daughter of a covered servicemember” means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

(b) A “parent of a covered servicemember” means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

(c) Under the FMLA, a “spouse” means a husband or wife, including those in same-sex marriages.

(d) The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same Category of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(k).

“Covered active duty” means:

(a) “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.

(b) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the

member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

(6) Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that servicemember. Next of kin is defined as the closest blood relative of the injured or recovering servicemember.

The term "covered servicemember" means:

- (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term "serious injury or illness means:

- (a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- (b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.



(c) Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

### **Amount of Leave**

An eligible employee can take up to 12 weeks of FMLA during any 12-month period. The NYC Bar will measure the 12-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 leave, the NYC Bar will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

In the event of military caregiver leave, an eligible employee can take up to 26 weeks during a single 12-month period. For this military caregiver leave, the NYC Bar will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If spouses both work for the NYC Bar and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the NYC Bar and each wishes to take leave to care for a covered injured or ill servicemember, the spouses may only take a combined total of 26 weeks of leave.

### **Employee Status and Benefits During Leave**

While an employee is on FMLA leave, the NYC Bar will continue the employee's health benefits during the leave period at the same Category and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the NYC Bar will require the employee to reimburse the NYC Bar the amount it paid for the employee's health insurance premium during the leave period.

Under current NYC Bar policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make any health care premium payments, either in person or by mail. The payment must be received in the

Finance Department by the fifth day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave and wishes to maintain such benefits during the leave, the employee must continue to make this payment, either in person or by mail. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

### **Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (“FFD”) clearance from the health care provider. This requirement will be included in the employer’s response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The NYC Bar may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

### **Use of Paid and Unpaid Leave**

FMLA leave is unpaid. However, if an employee has accrued paid leave (e.g., vacation, personal days), the employee must apply any paid leave during the FMLA leave. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the NYC Bar's sick leave policy) prior to being eligible for unpaid leave.

Any paid leave used for an FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. The substitution of paid leave for unpaid leave does not extend the 12 or 26-work week leave period.

### **Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The NYC Bar may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the NYC Bar and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the NYC Bar before taking intermittent leave or working a reduced-hour schedule. If this is not possible, then the employee must provide medical documentation that the use of the leave is medically necessary.

### **Certification for the Employee's Serious Health Condition**

The NYC Bar will require certification from a healthcare provider for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or

provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition, and should be submitted through ADP. Contact ADP TotalSource at 866-400-6011, Option 2, regarding FMLA requirements.

The NYC Bar may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The NYC Bar will not use the employee's direct supervisor for this contact. Before the NYC Bar makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the NYC Bar will obtain the employee's permission for clarification of individually identifiable health information. If an employee chooses not to provide a HIPAA-authorized release allowing the NYC Bar to clarify the certification with his/her health care provider, and the employee does not otherwise clarify the certification, the NYC Bar's Leave Administrator may deny FMLA leave if the certification is unclear.

The NYC Bar has the right to ask for a second opinion if it has reason to doubt the certification. The NYC Bar will pay for the employee to get a certification from a second doctor, which the NYC Bar will select. The NYC Bar may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the NYC Bar will require the opinion of a third doctor. The NYC Bar and the employee will mutually select the third doctor, and the NYC Bar will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **Certification for the Family Member's Serious Health Condition**

The NYC Bar will require certification from a healthcare provider for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The NYC Bar may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The NYC Bar will not use the employee's direct supervisor for this contact. Before the NYC Bar makes this direct contact with the health care provider, the

employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the NYC Bar will obtain the employee's family member's permission for clarification of individually identifiable health information. If an employee chooses not to provide a HIPAA-authorized release allowing the NYC Bar to clarify the certification with his/her health care provider, and the employee does not otherwise clarify the certification, the NYC Bar's Leave Administrator may deny FMLA leave if the certification is unclear.

The NYC Bar has the right to ask for a second opinion if it has reason to doubt the certification. The NYC Bar will pay for the employee's family member to get a certification from a second doctor, which the NYC Bar will select. The NYC Bar may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the NYC Bar will require the opinion of a third doctor. The NYC Bar and the employee will mutually select the third doctor, and the NYC Bar will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **Certification of Qualifying Exigency for Military Family Leave**

The NYC Bar will require certification from a healthcare provider of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

#### **Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave**

The NYC Bar will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

#### **Responding to Requests for Certification**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to requests for medical information concerning your own serious health condition, or in an employee's FMLA

recertification or fitness for duty certification. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

### **Recertification**

The NYC Bar may request recertification for the serious health condition of the employee or the employee’s family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the NYC Bar may request recertification for the serious health condition of the employee or the employee’s family member every six months in connection with an FMLA absence. The NYC Bar may provide the employee’s health care provider with the employee’s attendance records and ask whether need for leave is consistent with the employee’s serious health condition.

### **Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Human Resources Department and to ADP. Within five business days after the employee has provided this notice, the Human Resources Department and/or ADP will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days’ notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the NYC Bar’s usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

### **Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the Human Resources Department or ADP will complete and provide the employee with a written response to the employee’s request for FMLA leave using the DOL Designation Notice.

### **Intent to Return to Work from FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, the NYC Bar may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

#### **After FMLA Leave – Extension of Leave/Return to Work/Job Protection**

Employees who return from FMLA leave within the prescribed time limits will be restored to their original position held before the leave or to an equivalent position with equivalent pay, benefits and other employment terms, as required by the FMLA.

An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

Employees on FMLA leave who have taken less than 12 workweeks of FMLA leave in a rolling 12-month period may apply to extend their leave or take additional leave up to a total of 12 workweeks or 26 workweeks available under this policy, if applicable. To extend or take additional leave, employees must contact the Human Resources Department and supply any documentation requested. As with an initial leave request, the NYC Bar's Claims Administrator may seek clarification and authentication of any certification form and may seek additional medical opinions in accordance with law. Employees who need additional leave beyond that provided under this policy may be eligible for additional leave under other leave policies or as a reasonable accommodation. For more information, please contact the Human Resources Department.

#### **No Limitation On Rights**

Nothing in this FMLA policy limits any employee rights under other laws, contract, collective bargaining agreement, or policies, including leave rights under the NYC Bar's Military Leave Policy. Please contact the Human Resources Department for further details. Discrimination and retaliation against employees who exercise rights under the FMLA and this policy will not be tolerated. Any employee who feels his/her rights to FMLA leave have been improperly denied, restrained, violated or interfered with in any way may submit a complaint with the Human Resources Department. The NYC Bar will investigate and take appropriate remedial action. An employee may also file a complaint with the U.S. Department of Labor or file a private legal action.

### **3-6. NEW YORK PAID FAMILY LEAVE LAW POLICY**

The New York Paid Family Leave Law (“NYPFL”) provides eligible employees in New York with paid, job protected leave for certain family and medical reasons or to address certain qualifying exigencies arising out of the fact that the employee’s spouse, domestic partner, child or parent is on or has been called to active duty status as a member of the Armed Forces, National Guard or Reserves. New York paid family leave (“NYPFL”) benefits are funded by statutory employee payroll contributions, which are based on a percentage of the employee’s average weekly wage.

### **Eligibility**

Employees who are regularly scheduled to work 20 or more hours per week will become eligible for NYPFL benefits after 26 consecutive work weeks of employment. Employees who are regularly scheduled to work fewer than 20 hours per week will become eligible for NYPFL benefits after the 175th day worked.

Approved vacation, sick, personal or other time away from work (except for a period of temporary disability under the New York Short Term Disability Law) is counted toward the 26-week or 175-day eligibility requirement, provided that the employee continues to make contributions to the cost of NYPFL benefits during that time.

### **Covered Reasons for NYPFL**

Eligible employees may take NYPFL for the following reasons:

- To bond with a newborn child within the first 52 weeks after the child’s birth;
- Placement of a child with the employee for adoption or foster care, and to bond with that child within the first 52 weeks after the placement;
- To care for a covered family member with a serious health condition as defined by law; and
- Qualifying exigencies arising out of an employee’s spouse, domestic partner, child or parent being on or called to active duty status as a member of the Armed Forces, National Guard, or Reserves.

Under the NYPFL, “covered family members” include an employee’s spouse or domestic partner, child (including a biological, adopted or foster child, step-child or child of a domestic partner, legal ward or one to whom the employee stands *in loco parentis*), parent (including a biological, adoptive or foster parent, step-parent, legal guardian, or one who stood *in loco parentis* to the employee as a child), parent-in-law, grandparent and grandchild.

### **How Much NYPFL May be Taken**



Eligible employees shall be provided with NYPFL for any of the above-mentioned covered reason(s) according to the following schedule:

- Beginning January 1, 2018, up to eight (8) work weeks of NYPFL in a 52-week period at a benefit rate of 50% of the employee's average weekly wage, up to a cap set by the state;
- Beginning January 1, 2019, up to 10 work weeks of NYPFL in a 52-week period at a benefit rate of 55% of the employee's average weekly wage, up to a cap set by the state;
- Beginning January 1, 2020, up to 10 work weeks of NYPFL in a 52-week period at a benefit rate of 60% of the employee's average weekly wage, up to a cap set by the state;
- Beginning January 1, 2021 and going forward, up to 12 work weeks of NYPFL in a 52-week period at 67% of the employee's average weekly wage, up to a cap set by the state.

The 52-week period is a rolling 52 consecutive week period measured backward from the date an employee seeks to use any NYPFL. Employees may take NYPFL in either weekly increments or intermittently in increments of one full day (based on the employee's usual work day). NYPFL benefits are paid directly by the NYC Bar's NYPFL carrier.

Leave to bond with a newborn or a newly adopted or placed child must conclude within 52 weeks after the birth, adoption or placement of the child. In the case of multiple family members employed by the NYC Bar, only one employee at a time shall be permitted to take NYPFL during a given period to care for the same covered family member with a serious health condition or to bond with a newborn or newly adopted or placed child.

#### **Requesting NYPFL and Required Documentation**

When the need for NYPFL is foreseeable, the employee must provide the NYC Bar with at least 30 days' advance notice. Foreseeable qualifying events include an expected birth, adoption or foster care placement; planned medical treatment for a covered family member; or a known military exigency. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. If an employee takes NYPFL intermittently, s/he must provide notice to the NYC Bar as soon as is practicable before each day of leave.

**To request NYPFL, employees should contact the Aetna Customer Care Center at (888) 200-6790. The office is open on Monday-Friday from 8:00 a.m. to 8:00 p.m. (EST). Aetna will then provide employees with direction on what additional information will be needed to process**

**the leave claim.** No benefit shall be paid by the carrier until a completed request for NYPFL, together with any necessary certifications and/or documentation, have been submitted to the carrier. The carrier will notify the employee requesting NYPFL whether the claim has been approved or denied.

### **Return to Work**

Upon return from NYPFL, the NYC Bar will restore the employee to the same position the employee held before the leave or a comparable position with comparable pay, benefits and other terms and conditions of employment, subject to limitations on reinstatement set forth by law. If an employee does not return to work following the conclusion of a designated period of NYPFL and does not request a leave extension, the employee may be considered to have voluntarily resigned.

### **Maintenance of Health Benefits**

During NYPFL, an employee is entitled to continued health benefits under the same conditions as if the employee had continued to work. However, an employee's failure to pay his or her portion of any required premium may result in the cancellation of benefits during the NYPFL period.

### **Coordination of NYPFL and Other Leave**

If an employee's request for leave qualifies under both the NYPFL and the federal Family and Medical Leave Act ("FMLA"), the leave will run concurrently and will count toward an employee's total available leave under both laws. Where NYPFL and FMLA leave run concurrently and the employee has available qualifying paid time off, the employee must substitute any qualifying paid time off and receive the employee's regular weekly wage during the concurrent leave period. "Qualifying paid time off" is leave that would otherwise be available to the employee for the purpose for which NYPFL is taken (*e.g.*, vacation, personal leave, sick leave that may be used to care for a covered family member with a serious health condition). The substitution of qualifying paid time off does not extend the total NYPFL and/or FMLA benefit available to the employee.

Leave associated with an employee's own illness, injury or medical condition is not covered by the NYPFL, but may be covered by short term disability or workers' compensation, depending on the circumstances. Eligible employees may receive up to a combined total of 26 weeks of New York State short-term disability and NYPFL benefits during a 52-consecutive calendar week period.

For questions regarding eligibility for, or coordination of, leave benefits, please contact ADP TotalSource Leaves Administration Team at (866) 400-6011 or via email at [totalsource.fmla@adp.com](mailto:totalsource.fmla@adp.com).

### **Anti-Discrimination and Retaliation**

The NYC Bar prohibits discrimination and retaliation against employees who exercise or attempt to exercise their rights under the NYPFLL and this policy. Employees who have experienced or become aware of conduct in violation of this policy should immediately report such conduct to the Human Resources Department or the Counsel for the City Bar. The NYC Bar will investigate the matter and take appropriate remedial action.

### **3-7. SUPPLEMENTAL PARENTAL LEAVE POLICY**

The NYC Bar grants up to one week paid leave to eligible employees working a minimum of 20 hours per week to provide care for:

- The employee's newborn child within the first 30 days of their birth;
- A child under the age of 18 placed with an employee for adoption or foster care, within the first 30 days that the child is living with the employee.

To be eligible for the NYC Bar's Supplemental Parental Leave, an employee must have been employed by the NYC Bar for at least twelve (12) months.

An employee who takes parental leave may not take another Supplemental Parental Leave (except for NYPFLL) for twelve (12) months, and an employee may take a parental leave no more than twice during her or his term of employment with the NYC Bar.

Employees seeking to take a parental leave must submit a written request at least two weeks prior to the date on which the leave is to begin. The leave must consist of one period of consecutive workdays. Any parental leave will count toward the employee's FMLA leave entitlement and would be taken before unpaid leave.

### **3-8. JURY DUTY**

The NYC Bar recognizes that jury duty is both mandatory and an obligation of citizenship. Leave of absence for jury duty will be granted to all employees.

Employees who receive a notice of jury duty must present it to their department head and provide a copy to the Human Resources Department as soon as possible. If the absence of the

employee for jury duty will cause an undue hardship to the NYC Bar during the period the employee would be away, the department head and the employee should determine what alternate dates would be more convenient for the employee's absence, and the employee should then request a rescheduling by the court involved. It is recognized that such a request will not guarantee a rescheduling of the employee's jury service, and that employees are allowed to reschedule jury service only a limited number of times.

Employees are expected to keep their supervisor informed of the expected length of jury duty service. Employees on jury duty must report to the NYC Bar on those days when an early dismissal permits them to return to work. Employees are expected to call the office and speak directly with their supervisor each day when they are on jury duty to answer any questions that may arise during their absence.

Once jury duty has been completed, employees must provide verification of the days served to Human Resources for the records.

### **3-9. BEREAVEMENT LEAVE**

The NYC Bar grants up to four (4) days off without loss of pay in the event of the death of a relative of an employee. A relative is defined as a spouse/partner, parent, step-parent, parent-in-law, children, step-children, and sibling. Two (2) days off without loss of pay are granted in the event of the death of a grandparent, grandparent-in-law, grandchild, brother/sister-in-law. Other relationships not covered by the above may be eligible for bereavement leave at the discretion of the Director of Human Resources.

### **3-10. VOTING LEAVE**

The NYC Bar strongly encourages all staff to vote on Election Day. All employees are entitled to have sufficient time to vote. Therefore, if you have fewer than four consecutive hours available to you, between the opening of the polls and the beginning of your work shift, or between the end of your work shift and the closing of the polls, you can take additional time to vote so that you may have four consecutive hours available to you (without loss of pay of up to two hours).

### **3-11. BLOOD AND BONE MARROW DONATION LEAVE**

Employees who average at least 20 working hours per week will be afforded up to three (3) hours of paid time-off per calendar year to donate blood. Employees are also entitled to take up to 24 unpaid work hours in connection with donating bone marrow. Employees must give at least three working days' notice before taking time off for donation, unless there are emergency circumstances. Verification may be required regarding time-off for donations.

### **3-12. WORKERS' COMPENSATION**

On-the-job injuries are covered by the NYC Bar's Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, please report the incident immediately to your supervisor and to the Human Resources Department. Failure to follow this procedure may affect your ability to receive Workers' Compensation benefits.

Workers' Compensation is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### **3-13. MILITARY LEAVE**

#### **Purpose**

This policy is intended to provide general guidance on some of the current provisions of the Uniform Services Employment and Reemployment Rights Act of 1994, as amended ("USERRA") and applicable state and/or local law pertaining to leaves of absence, compensation, health insurance, reinstatement, pension and other benefits for employees requesting and/or taking a military leave of absence.

The NYC Bar will comply with USERRA and all applicable state and local laws regulating absence from work for military service. Nothing in this policy limits employees' rights under state and/or local law. If employees' leave qualifies as leave under USERRA and state and/or local law, then the leave will be counted under both statutes and run concurrently. In all cases, employees will have the benefit of the most generous leave statute, subject to eligibility requirements. For questions on coordination of leave benefits, please contact the Human Resources Department.

As the laws change, or as interpretations of the laws change, military leave benefits for the NYC Bar employees may change accordingly. Different issues may arise concerning employee rights during military leave. This policy does not address all such issues. Therefore, as military leave situations arise, employees should consult with their supervisor and/or the Human Resources Department for current and complete details regarding their military leave rights.

#### **Eligibility**

NYC Bar employees who perform voluntary or involuntary service in the uniformed services (as defined by USERRA) are entitled to a military leave of absence from their positions, subject to the limitations and restrictions set forth in federal, state and local laws.

To qualify for coverage under USERRA, an individual must be absent from work because of “service in the uniformed services.” This means that the employee is engaged in voluntary or involuntary duty in the uniformed service. The uniformed services include the Army, Navy, Marine Corps, Air Force, and Coast Guard, including the Reserves for each of these branches of the military. Also included is service in the Army National Guard or Air National Guard, commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency. In addition, under the Public Health Security and Bioterrorism Response Act of 2002, certain disaster response work (and authorized training for such work) is considered “service in the uniformed services.”

Service includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, funeral honors duty performed by National Guard and reserve members, and absence from work for an examination to determine a person’s fitness for any of these types of service. The NYC Bar also recognizes military service to include National Guard state active duty as ordered by the Governor of a given state.

### **Paid Military Leave**

Eligible NYC Bar employees will be placed on paid leave for military training (normally 15 days) and other related obligations. In no event will NYC Bar pay for more than 20 workdays for military leave. Affected employees are not required to use available vacation or personal days in lieu of unpaid military leave; however, they may elect to use such vacation/personal days at their discretion.

### **Notification**

Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. In accordance with USERRA, notice may be provided verbally or in writing by the individual or by an appropriate officer of the relevant service branch. Whenever possible, written notification is preferred along with a copy of the official military orders or other evidence that the employee is entering active military duty.

### **Benefits**

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee may otherwise be eligible.

For periods of up to 30 days of training or service, an employee may keep health insurance benefits current by paying the normal employee cost, if any, of the insurance premiums. If the period of service is 31 days or more, employees may elect to continue their health coverage for

up to 24 months of uniformed service but may be required to pay up to 102 percent of the full premium under the plan.

Upon an employee returning from military service, the NYC Bar will reinstate health insurance coverage without any penalty, waiting period, or exclusion for preexisting conditions. However, this rule will not apply to the coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during the employee's performance of service in the uniformed services, which is covered by the military health plan.

During the period of leave, NYC Bar employees will retain their previously earned seniority, vacation and sick time. NYC Bar employees on military leave shall continue to accrue paid time off/vacation/sick time during their leave as they would with other leaves of absences (i.e. will stop accruing after 4 weeks if employed 5 years or less; and stop accruing after 8 weeks if employed more than 5 years). Upon reemployment, the amount of time served by the employee in the military shall be credited as time spent in active employment with the NYC Bar for purposes of determining an employee's seniority, as well as for determining levels of benefits determined by seniority. NYC Bar employees on military leave also are entitled to any non-seniority-related benefits that the NYC Bar offers to employees on nonmilitary leaves of absence.

#### **Re-employment/Reinstatement**

NYC Bar employees returning from military leave, upon the satisfaction of certain conditions, will be reemployed in the position they would have attained had they remained continuously employed, with the same seniority, status and pay, as well as other rights and benefits determined by seniority, or a comparable one with like seniority, status and pay that the employee is qualified to perform in accordance with USERRA and applicable state and/or local law. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Pursuant to New York law, as a general matter, employees taking leave for military service must apply for reemployment within ninety days after being relieved from military service.

Employees taking leave for initial full-time training duty or initial active duty for training must apply for reemployment within 60 days after the completion of such period of training.

Employees taking leave for other training reasons such as: (i) participating in assemblies for drill or other equivalent training; (ii) reserve duty training, instruction or duties; (iii) annual full-time training duty, active duty for training or other annual training; or (iv) to attend service schools conducted by the uniformed services must apply for reemployment within 10 days after completion of such temporary period of service.

### **3-14. MILITARY SPOUSAL LEAVE**

In addition to the leave available under the NYC Bar's FMLA policy, employees whose spouses or domestic partners are members of the Armed Forces, National Guard or Reserves may be eligible to take time off from work under state law due to the service of their spouse or domestic partner. For example, New York laws provides for up to 10 days of leave for spouses of individuals in the military. Please contact the Human Resources Department for more information.

### **3-15. EMERGENCY RESPONDER LEAVE**

Eligible employees will be allowed time off from work to perform duties as a volunteer firefighter or member of a volunteer ambulance service during a declared state of emergency, unless providing the leave would impose an undue hardship on the NYC Bar's business operations. The leave will be unpaid unless the employee uses accrued paid time (e.g., vacation or personal days) for unpaid leave use.

To be eligible for leave under this policy, employees must have previously provided the NYC Bar with written documentation from the volunteer fire department or ambulance service notifying the NYC Bar of the employee's status as a volunteer firefighter or member of a volunteer ambulance service. Upon the employee's return to work, a notarized statement is required from the head of the employee's volunteer fire department or volunteer ambulance service certifying the period of time that the employee responded to an emergency. The certification should be provided to the Human Resources Department.

### **3-16. VOLUNTEER TIME OFF (VTO)**

NYC Bar supports volunteer activities that enhance and serve the communities in which we live and work while also supporting the personal and professional development of our staff. We encourage our employees to become involved in their communities, lending their voluntary support to programs that positively impact the quality of life within these communities.

In order to encourage volunteer work, the NYC Bar will pay full-time employees up to one (1) day/seven (7) hours per calendar year for eligible volunteer activities during the regular workday. Part-time employees will be paid for volunteer time off up to one-half (½) day/3.5 hours per calendar year. Employees will be paid at their normal pay rate for the volunteer hours taken as set forth below.

#### **Requirements**

- Volunteer work must be done with a 501(c)(3) nonprofit organization or a school.
- The seven (7) hours per calendar year may be taken in one day or two half days.



- VTO is refreshed at the beginning of each calendar year and cannot be accrued or carried-over into the following year.
- Usage of this time does not affect vacation accrual or sick leave usage or PTO.

### **Eligibility**

All employees of the NYC Bar are eligible to participate after six (6) months from date-of-hire. The employee must be in good standing. The employee must obtain his or her supervisor's approval and work demands can take priority over the VTO request. Employees can work individually and choose a charity of their choice or work together with other NYC Bar staff on a team volunteer activity.

### **Ineligibility**

Employees are ineligible to participate in the VTO program if:

- The employee is on a Performance Improvement Plan (PIP).
- The individual's employment with the New York City Bar terminates for any reason.

### **Approval Process**

Employees must complete the VTO request form, which is available on the intranet, and submit to his or her supervisor at least three (3) weeks before the requested time off. The supervisor should consult with the Human Resources Department with any questions or concerns before approving or denying the request. Approval is at the discretion of the employee's supervisor, providing it conforms to policy requirements.

Employees must provide certification from the selected charity or school chosen for volunteerism for verification of service to their supervisor prior to submission of timesheet to Payroll. Upon approval and completion of timesheet, please forward all documentation to the Human Resources Department.

**The NYC Bar reserves the right to modify, amend, suspend or discontinue the VTO at any time without prior notice. The NYC Bar also reserves the right to revoke approval if the employee is misusing the VTO or if urgent work responsibilities take priority.**

*VTO may not be used for organizations that discriminate based on race, color, age, gender, religious creed, veteran status, marital status, sexual orientation, pregnancy, childbirth, national origin or ancestry, physical or mental disability, medical condition or genetic information, or political affiliation.*

## **SECTION 4 – GENERAL STANDARDS OF CONDUCT**

#### **4-1. EMPLOYEE CONDUCT**

The effectiveness and conduct of each individual is vital to the overall success of the NYC Bar. The following are some examples of what is expected of all NYC Bar employees:

- The accurate completion of all assignments, on a timely basis and in a satisfactory manner.
- Acceptance of occasional assignments not normally associated with typical duties; working occasional overtime; assisting others when work is completed or when there is an overload in another area.
- Contacting one's supervisor as soon as possible (but no later than one (1) hour before the start of the work day, when possible) each day that illness or personal concerns prevent reporting to work.
- Maintenance of the workplace, files and records in a neat and orderly fashion so that information can be retrieved promptly.
- Completion of time records daily.

Certain conduct is unacceptable. Breach of conduct in areas such as, but not limited to, the following may lead to disciplinary action, up to and including termination:

- Absenteeism or lateness that is excessive, unexplained or unexcused.
- Obtaining employment on the basis of false or misleading information.
- Falsification of timesheet/timecard records or consistent failure to complete timesheets/timecards.
- Discourtesy toward NYC Bar members, employees, guests or other business contacts.
- Being disrespectful, insubordinate, intimidating or threatening any supervisor, co-worker, member, guest or other business contacts.
- Posting unauthorized material.
- Use of the NYC Bar's equipment or network in violation of NYC Bar policy.
- Conducting any illegal activity within NYC Bar space, or during the employee's work hours or in any way related to the employee's NYC Bar-related work.
- Deliberate errors or careless actions.
- Sleeping, surfing the internet (not related to work) or reading newspapers, magazines or books (not related to work) during business hours.
- Unauthorized release or removal of confidential financial information or other non-public proprietary NYC Bar information.
- Damage to NYC Bar property.
- Willful disobedience of lawful supervisory instructions or unsatisfactory job performance.

- Theft, falsification of any NYC Bar records, or false or libelous statements involving the NYC Bar or its employees.
- Excessive personal use of the telephone, fax, copy machine, computer, internet, or other NYC Bar property.
- Abusive or threatening language or disorderly conduct.
- Physical violence or vandalism, or the presence of firearms or weapons.
- Discriminatory actions or words against groups or individuals because of race, color, creed, age, national origin, alienage or citizenship status, gender (including gender identity and sexual harassment), sexual orientation, disability, arrest or conviction record, marital status, partnership status, or status as a victim of domestic violence, stalking and sex offenses, religion, sex, genetic information, military status, unemployment status or any other characteristic protected by law.
- Engaging in sexual harassment.

#### **4-2. DRUG AND ALCOHOL ABUSE**

It is a violation of NYC Bar policy for any employee to report to work under the influence of illegal drugs, alcohol or prescription medications that are not being used as prescribed. Manufacture, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on the NYC Bar's premises is strictly prohibited. Notwithstanding the above, staff attending NYC Bar-sponsored functions at which alcoholic beverages are served may consume such beverages in moderation and are expected to conduct themselves appropriately. Additionally, the NYC Bar reserves the right to require an employee to undergo a medical evaluation under appropriate circumstances, consistent with applicable law.

The NYC Bar recognizes that employees may, from time to time, be prescribed drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment and interfere with their ability to perform their job adequately or safely. Employees may not work while impaired by using prescribed drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to NYC Bar property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of prescribed drugs, he or she should not report to work and instead should contact the Human Resources Department to discuss taking time off during any period of impairment and the available leave benefits. For example, an employee may be able to utilize paid sick days or vacation time, or possibly qualify for Short Term Disability benefits and may qualify for time off under other policies (such as the FMLA policy). Nothing in this policy is intended to diminish the NYC Bar's commitment to employ and reasonably accommodate qualified individuals with a disability. The NYC Bar will reasonably accommodate qualified disabled employees who must

take legally-prescribed drugs because of their disability and who, because of their appropriate use of such drugs, cannot perform the essential functions of their positions adequately or safely.

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by using such drugs in violation of this policy.

#### **4-3. USE OF NYC BAR EQUIPMENT AND NETWORK**

The NYC Bar's computers, printers, copiers, phone and email system and access to the Internet are to be used by the staff only, and solely for the purposes of the NYC Bar. All of the hardware and software are NYC Bar property, and users should not expect privacy or confidentiality with regard to any material transmitted, received or stored in or throughout the NYC Bar's systems. For example, the email system should not be used for transmitting information unrelated to the business of the NYC Bar, such as advertising apartments for rent, tickets for sale, pets for adoption or other forms of communication or solicitation during working time. "Working time" is the time an employee is engaged, or should be engaged, in performing his/her tasks for the NYC Bar.

The NYC Bar reserves the right, but not the duty, for any reason to monitor all electronic communications, and to search any asset owned by the NYC Bar. Authorized NYC Bar personnel may remove software and files not related to NYC Bar work, including screen savers, from NYC Bar equipment.

Even if employees use a password to access the NYC Bar's Network or its email system, the confidentiality of any message stored in, created, received, or sent from the NYC Bar's email system cannot be assured. Use of passwords or other security measures does not in any way diminish the NYC Bar's right to access materials on its system or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the Executive Director, IT or Human Resources, as email files may need to be accessed by the NYC Bar in an employee's absence.

Despite the NYC Bar's right to retrieve and read any email messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Email users are not authorized to retrieve or read any email messages that are not sent to them.

Email users should be aware that deletion of any email messages or files will not eliminate the messages from the system. All email messages are stored on a central back-up system in the

normal course of data management. Assume that any email message sent may remain in the NYC Bar's records forever.

The NYC Bar's policies against sexual or other harassment apply fully to the email system and other electronic communications involving the NYC Bar's computer system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no email messages or other electronic communications should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, creed, age, national origin, alienage or citizenship status, gender (including gender identity and sexual harassment), sexual orientation, disability, arrest or conviction record, marital status, partnership status, or status as a victim of domestic violence, stalking and sex offenses, religion, sex, genetic information, military status, unemployment status or any other characteristic as protected by law.

Courteous and professional behavior with other users of the system is expected of all employees. Emails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write email and other electronic communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on the NYC Bar's letterhead. Communications made orally or in writing that would subject an employee to discipline also subject an employee to discipline if made electronically.

The email system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job or non-NYC Bar related solicitations.

The email system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from NYC Bar management. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult the NYC Bar's Counsel.

Use of any aspect of the NYC Bar's computer system constitutes consent by the user to all of the terms and conditions of this policy.

#### **4-4. NYC BAR CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

An employee may become aware of confidential information about the NYC Bar, including but not limited to information regarding its operations, programs, finances, software and computer programs, and information regarding its members. It is extremely important that all such information remain confidential. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the

NYC Bar may be subject to disciplinary action up to and including termination. Upon termination, employees are prohibited from saving onto personal devices, forwarding, printing and/or removing any confidential information. Employees also are prohibited from any unauthorized use of the NYC Bar's intellectual property, including the logo, audio and video tapes, print materials and software.

Employees are required to follow the Social Media Policy and Guidelines, which are accessible on the Intranet, for the creation or maintenance of a social media presence being sponsored by, administered by or affiliated with the NYC Bar.

#### **4-5. WORKPLACE SECURITY AND SAFETY**

The NYC Bar reserves the right to inspect all work areas, bags, packages, and lockers of employees entering and leaving the building. The NYC Bar is not responsible for any damage to employees' personal belongings unless the employee's Supervisor requested that the employee bring specific personal property to work.

##### **Workplace Safety**

Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards, or any suspicion of a concealed danger present on the NYC Bar's premises or in a piece of equipment or a process for which the NYC Bar is responsible, should be reported to your Supervisor, the Front Desk or the Director of Building Services immediately. Employees should follow all NYC Bar procedures and directives regarding workplace safety.

##### **Reporting Incidents**

An NYC Bar employee who experiences or observes an injury, accident, theft or altercation on the NYC Bar's premises involving an employee or visitor must promptly inform the Front Desk, the Facility's Director or the Counsel for the City Bar of the incident. The reporting employee must also complete an incident report form, which is available at the Front Desk. The incident report shall be provided to the Counsel.

#### **4-6. USE OF 43rd STREET ENTRANCE**

The 43<sup>rd</sup> Street entrance is available for use by authorized employees only. Authorized employees will be provided a security code by the Director of Building Operations. Employees are prohibited from sharing the security code and using the entrance after regular business hours.

#### **4-7. SMOKING**

Smoking is prohibited in the House of the NYC Bar and all spaces occupied by the NYC Bar, and at the entrance/exit areas. Any questions or concerns regarding the smoking policy should be directed to the Human Resources Department.

#### **4-8. EMPLOYEE'S APPEARANCE/DRESS CODE**

The NYC Bar is confident that employees will use their best judgment regarding attire and appearance. All NYC Bar staff is expected to dress appropriately, be neat, clean and professionally dressed during work hours. Any employee who is inappropriately dressed will be counseled or in severe cases may be requested to change. Management reserves the right to determine the appropriateness of the attire, piercings or body art in the context of our professional setting. Generally, T-shirts, sweat suits, jeans, shorts, mini-skirts, sneakers, flip flops and ripped/distressed clothing are not appropriate in our work environment except in very limited circumstances which should be discussed in advance and approved by your supervisor. Continued disregard of this policy may be cause for disciplinary action up to and including termination.

#### **4-9. FRAGRANCES AT THE WORKPLACE**

The NYC Bar strives to ensure the comfort and safety of our employees and visitors by encouraging an environment free from smoke, fragrances, or unpleasant smells. These odors may trigger allergic reactions, create health problems for sensitive individuals, or be offensive to others. This policy is meant to cover noticeable odors from any source, including foods, personal items, perfumes, and grooming. If an employee experiences a problem due to a particular smell, he or she should inform Human Resources so a solution can be found.

#### **4-10. TRAVEL AND BUSINESS MEALS**

Employees of the NYC Bar will be reimbursed for necessary and reasonable expenses incurred in the conduct of NYC Bar business in accordance with the following:

##### **Travel**

**Travel Authorization:** Travel should be authorized only for purposes relating to the business of the NYC Bar. The department head must approve all travel, and relevant costs, in advance. Reimbursement to employees for expenses incurred in accordance with the following sections will be made upon presentation of a completed check request form with attached supporting documentation.

**Original receipts** will be required for all hotel charges, railroad, bus or airplane fare, meals, and other substantial expenses. Receipts should also be provided in support of taxi and limousine

charges, and itemized receipts for other expenses where feasible. Please note that for hotel charges, the hotel bill should accompany the personal credit card receipt.

**Type of Voucher:** A petty cash slip, which is available from the Finance Department, is adequate for travel in and around New York City. Petty cash slips must be approved by the appropriate department head and then submitted to the Finance Department for reimbursement. Check requests must be approved by the appropriate supervisor prior to submission to the Treasurer's office.

Subject to the above provisions, the following expenses are reimbursable:

- A. **Transportation:** The most economical mode of travel (air, rail, bus or car) is to be used. Chargeable transportation expenses consist of:
  - 1. **Taxi fare** as paid plus not more than 20% as tip. You may use companies such as Uber and Lyft.
  - 2. **Railroad fare** at lowest available rate.
  - 3. **Airplane fare** at lowest rate available and in no event more than the maximum of coach/economy fare.
  - 4. **Reasonable tips** to attendants for handling baggage.
  - 5. **Private automobile** transportation at IRS approved rate plus tolls and parking fees.
  - 6. **Rental cars** at the lowest rate available, and should be used only when sensible in comparison with other available transportation.
  
- B. **Meals:** Actual costs of meals during travel, with a maximum limit of \$75.00 for three meals a day, including tax and tips.
  
- C. **Lodging:** Actual cost of lodging for standard size hotel rooms. A reasonable effort should be made to find a mid-priced hotel.
  
- D. **Registration fees** at professional meetings will be reimbursable if approved in advance by the department head.
  
- E. **Other Expenses:** Other actual expenses such as telephone, photocopy, and postage will be reimbursed.

### **Business Meals**



It is the policy of the NYC Bar to reimburse employees for expenses incurred for business meals in accordance with the guidelines established below, and not to reimburse employees for meals solely with other members of the staff present (except as provided in (D) below).

- A. As a general rule, meals with business associates (“business meals”) will be conducted only by department heads.
- B. Business meals will be reimbursed only where the meal is directly related to, or associated with, the NYC Bar’s business. Expenses incurred must be reasonable and may not exceed \$50 per person. An unusual or large expenditure must be approved by the Executive Director prior to the meal.
- C. Requests for reimbursement of business meals must be approved by the Executive Director or his/her designee and submitted to the Finance office on a check request form, which is available on the intranet. Each form shall contain a detailed itemization of expenses incurred and a statement of the date, place and business reason for the meal, as well as the names of those present and their business relationships to the NYC Bar. Receipts must accompany all reimbursement requests.
- D. The NYC Bar will reimburse a department head for business meals of his or her colleagues or subordinate associates only when the Executive Director has approved the expense in advance.

#### **4-11. HIRING OF RELATIVES AND MEMBERS OF THE SAME HOUSEHOLD**

It is the policy of the NYC Bar to employ the best qualified employees available for all jobs. However, the NYC Bar may refuse to hire relatives or members of the same household of present employees of the NYC Bar. Relatives are prohibited from working in the same department. For purposes of this policy, a relative is considered to be as follows: spouse/partner, parents, step-parents, parents-in-law, children, step-children, children-in-law, siblings, step-siblings, uncle, aunt, brother/sister-in-law, first cousin, grandparent, and grandchild.

#### **4-12. ROMANTIC RELATIONSHIPS**

The NYC Bar strongly discourages romantic or sexual relationships between a manager or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member as having

been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department, or other actions may be taken.

If any employee of the NYC Bar enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her) or if one of the parties is in a supervisory capacity in the same department, the parties must notify the Human Resources Director, the Executive Director or the Counsel for the City Bar. Because of potential issues regarding quid pro quo harassment, the NYC Bar has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over the other.

Once the relationship is made known to the NYC Bar, the situation will be reviewed with the Human Resources Department (i.e. reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be relocated to another department. If no other position is available for either party, they will be given the option of ending their relationship or resigning. Otherwise, employment termination may result.

#### **4-13. DOMESTIC VIOLENCE / WORKPLACE VIOLENCE POLICY**

Domestic violence affects employees in all aspects of their lives. Domestic violence, whether through physical, psychological, sexual or economic abuse, may impact workplace safety and performance. The NYC Bar is committed to assisting victims and minimizing the occurrence and consequences of workplace violence. Domestic violence is a pattern of coercive behaviors that may include physical or sexual violence; sexual, emotional, or psychological intimidation; verbal abuse; stalking or economic control. Domestic violence may occur between people of all racial, economic, educational and religious backgrounds and between heterosexual, same-sex, married or unmarried couples, whether in a short-term or long-term relationship.

The NYC Bar will make reasonable efforts to provide the following accommodation and support to employees who are victims or survivors of domestic violence, consistent with applicable law:

- Place employee benefits in the employee's name and to make requested changes to electronic payroll and other benefits;
- Maintain, provide and post a list of resources for survivors;

- Protect the employee's confidentiality and respect the autonomy of the employee to the fullest extent provided by law.

The NYC Bar will not tolerate acts of violence in the workplace or the use of NYC Bar resources to threaten or commit acts of violence or intimidation. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. Any such acts will result in disciplinary action, up to and including discharge. Allegations that an NYC Bar employee is violating this rule should be reported to the Director of Human Resources, the Counsel for the City Bar or the Executive Director.

Employees and visitors (other than law enforcement personnel) are prohibited from carrying weapons onto NYC Bar premises.

#### **4-14. PERSONNEL RECORDS**

##### **Review of Employment Records**

Employees do not have a right to access, review or copy their own employment records. Managers and supervisors other than the designated Human Resources representatives may only have access to personnel file information on a need-to-know basis. A manager or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file. Personnel files are to be reviewed in the Human Resource Department and may not be taken outside of the Department.

##### **Updating Personnel Records**

Employees must update their contact information (address, phone, emergency contacts) in the ADP TotalSource online system and with the Human Resources Department. In addition, employees must notify the Human Resources Department of any change in immigration status that affects the employee's ability to work in the United States within 2 weeks of the change.

#### **4-15. REFERENCE INQUIRIES**

All reference inquiries from outside persons or organizations regarding current or former employees should be referred to the Human Resources Department. The NYC Bar generally provides previous period of employment and job titles only, unless an employee provides written authorization that additional information may be provided.

#### **4-16. COUNSELING AND WARNING POLICY**

Employees are expected to meet the NYC Bar's standards of performance. The counseling and warning procedure is a guide to help supervisors deal with performance or disciplinary problems. Working within the framework of this procedure, the supervisor applies his or her own judgment as to how a problem can best be handled. Depending on the situation and the employee's degree of improvement, the supervisor may decide to repeat, bypass or shorten the time-span between any of the steps listed below. Generally, the procedure is as follows:

1. **Discussions**

The supervisor should identify the employee's problem and together they can determine ways for the employee to improve. During these informal counseling or warning discussions, the supervisor may point out the consequences of not correcting the problem. The employee will have the opportunity to respond.

2. **Written Warnings**

If more formal action is necessary, the supervisor may complete a memo regarding the counseling or warning. The employee is asked to sign the memo to show he or she has read and understood it. The employee's signature does not indicate agreement with the warning.

The time limit set for improvement varies and is situation specific. During that time, salary increases may be deferred or reduced and the employee may not be eligible for transfer or promotion.

3. **Final Warning**

A final warning may be given, indicating that if the employee does not correct the problem or continue to improve, he or she may be discharged.

4. **Suspension**

If an employee's actions seriously disrupt his or her department's operations or if the problem is determined to require immediate action, the employee may be suspended with or without pay pending investigation. The investigation will lead to one of these conclusions:

- If it is decided the employee was not at fault, he or she will be reinstated with back pay.
- If it is decided the employee was at fault, he or she may be subject to discipline, up to and including discharge.

5. **Discharge**

In appropriate cases, an employee may be discharged or otherwise disciplined without any of the prior steps having been followed.

#### **4-17. COMPLAINT PROCEDURES**

Employees facing work-related problems are encouraged to discuss them with their immediate supervisor. In the event that an employee continues to be dissatisfied with the resolution of the problem the following four-step complaint procedure should be followed:

**Step I** The employee verbally presents the problem to his/her immediate supervisor.

**Step II** If the problem is not resolved to the employee's satisfaction, the employee should:

- a) Verbally present the problem to the department head if the immediate supervisor is not the department head or
- b) If the immediate supervisor is the department head - go to Step III.

**Step III** If unresolved to the employee's satisfaction, the employee should prepare a memo to the Human Resources Department stating the problem and providing all pertinent information. A written response will be provided.

**Step IV** In the event that no resolution of the problem has been reached, the issue will be referred to the Executive Director, who will review the facts with the department head and the Human Resources Department and render a final written decision.

#### **4-18. EMPLOYEE TERMINATIONS**

##### **Voluntary Terminations**

When an employee resigns or retires, it is a voluntary termination. An employee who intends to resign is expected to give at least two (2) weeks' notice, in writing, to his/her immediate supervisor. The supervisor will immediately notify the department head and the Human Resources Department.

If an employee voluntarily terminates employment and wishes to become re-employed, he or she is considered as a new employee regardless of the time period that has elapsed between his or her date of termination and new date of hire. A re-employed employee may, however, have rights under the pension plan if he or she was employed by the NYC Bar before July 1, 2004 (please consult with the Finance Department).

##### **Involuntary Terminations**

An involuntary termination is defined as follows:

Layoff: A reduction in the work force, either permanent or indefinite.

Discharge: Termination for cause which may include unsatisfactory performance.

### **Benefits**

Terminating/retiring employees will receive their benefits as follows:

- Pay will be granted for vacation time earned during that calendar year but not yet taken, provided the employee has been employed at the NYC Bar for at least 6 months. (Employees who have used advance vacation not yet accrued will have the outstanding unearned balance deducted from their final paycheck). Any vacation time carried over from a prior year will not be paid upon separation of employment.
- Medical, life, long-term disability, dental insurance and vision coverage will cease on the last day of the month in which the employee terminated. In accordance with the COBRA law, terminated employees will at their expense have an opportunity to continue the medical, dental and vision coverages.

### **Returning Property**

All NYC Bar property, including, but not limited to, confidential information, keys, security cards, electronic equipment, credit cards, and uniforms must be returned at separation.

### **Exit Interview**

Employees who resign may be asked to participate in an exit interview with the Human Resources Department.

## **4-19. SEVERANCE PAY POLICY**

The NYC Bar may provide severance pay of one week for each full year of continuous service to a maximum of twelve (12) weeks for twelve (12) or more years of service to eligible regular full-time and regular part-time non-union employees who are terminated by the NYC Bar for either of the following reasons:

- A permanent lay-off/reduction in workforce as the result of the elimination of the employee's position.
- A permanent lay-off as the result of a job restructuring requiring higher or more technical skills than those held by the employee.

To be eligible for this severance benefit, the employee subject to the layoff must continue to perform satisfactorily and remain employed until his or her scheduled date of termination, and must sign a separation agreement/release in which the employee agrees not to bring certain legal actions against the NYC Bar and its officers, directors and employees.

An employee is not subject to a “layoff”, and is not entitled to severance, when the employee’s position is outsourced to a vendor and the employee is hired by such vendor.

Employees will not be entitled to severance pay for termination under any circumstances other than as provided for above, except when approved by the Executive Director.

#### **4-20. NYC BAR WHISTLEBLOWER POLICY**

It is the responsibility of all officers, members, employees and volunteers of the New York City Bar Association (“NYC Bar”) to report in good faith any conduct by an NYC Bar employee, contractor, officer, director, volunteer or member that the employee believes is or may be illegal, fraudulent or in violation of any adopted policy of the NYC Bar (collectively, “Concerns”).

##### **Reporting Responsibility**

All Concerns should be reported as soon as practicable. Any individual who seeks to report a Concern should bring it to the attention of his/her supervisor (if an NYC Bar employee), Counsel for the NYC Bar, or the NYC Bar’s Executive Director. If the conduct in question involves NYC Bar’s Executive Director or the Counsel, the individual should bring his/her Concerns to the attention of the President of the NYC Bar or the Chair of the Executive Committee. Individuals may also report any Concerns directly to the Chair of the Audit Committee. All Persons who receive Concerns pursuant to this policy shall promptly inform the Audit Committee of such report. Concerns reported under this policy may be in writing (including by email) or by phone, and the reporting may be anonymous.

Employees must exercise sound judgment and have a reasonable basis for believing that the information disclosed indicates conduct that is illegal, fraudulent or in violation of any adopted policy of the NYC Bar. An employee who intentionally files a false report may be subject to discipline, up to and including discharge.

##### **Investigations**

The NYC Bar shall promptly investigate all reported Concerns and will take appropriate corrective action, if warranted. This investigation shall be coordinated by the Counsel for the City Bar.

However, if the investigation relates to the Counsel's conduct, the investigation shall be coordinated by the most senior officer of the NYC Bar whose conduct is not the subject of the individual's report, or a person designated by such officer. The results of the investigation shall be reported to the Audit Committee.

An employee who is also a member of the Executive Committee may not take part in any Executive Committee or Audit Committee deliberations concerning the administration of this whistleblower policy. In addition, any individual who is the subject of a whistleblower complaint may not be present at or participate in any Executive Committee or Audit Committee deliberations or voting on the matter relating to the complaint. Nothing in this policy shall prohibit the Executive Committee or Audit Committee from requesting that the individual who is the subject of the complaint present background information or answer questions prior to the commencement of deliberations or voting.

### **No Retaliation**

The NYC Bar will not take any retaliatory action against any individual who in good faith reports a Concern, provides information or participates in an internal or government investigation of any such Concern. Acts of retaliation should be reported immediately to the Human Resources Director, the Counsel for the City Bar, or the NYC Bar's Executive Director. Any employee who retaliates against an individual who has reported a Concern in good faith may be subject to discipline, up to and including discharge.

The right to be free of retaliation does not preclude the NYC Bar from taking action against the employee relating to the employee's job performance or other conduct, and does not preclude other action regarding officers, members or volunteers that are otherwise consistent with law and with the NYC Bar's bylaws and policies.

### **Confidentiality**

Insofar as is possible, the NYC Bar will maintain the confidentiality of any employee reporting a Concern, although the employee's identity may have to be disclosed to conduct the appropriate investigation, to comply with the law or legal process, or to provide a person accused with the opportunity to defend him/herself against the accusation.

### **Distribution**

This policy shall be distributed to all officers, Executive Committee members and employees of the NYC Bar, and to volunteers who provide substantial services to the NYC Bar. This Policy shall be posted on the NYC Bar's website.



## **Questions**

Anyone who has questions regarding this policy should contact the NYC Bar's Executive Director, who shall be the administrator of the policy.

## **4-21. CITY BAR FUND WHISTLEBLOWER POLICY**

It is the responsibility of all officers, directors, employees and volunteers of the City Bar Fund to report in good faith any conduct by a City Bar Fund employee, contractor, officer, director or volunteer that the employee believes is or may be illegal, fraudulent or in violation of any adopted policy of the City Bar Fund (collectively, "Concerns").

### **Reporting Responsibility**

All Concerns should be reported as soon as practicable. Any individual who seeks to report a Concern should bring it to the attention of his/her supervisor (if a City Bar Fund employee), the City Bar Fund Counsel ("Counsel"), or the Vice President who serves as Executive Director of the New York City Bar Association ("Vice President"). If the conduct in question involves his/her supervisor (if a City Bar Fund employee), the Vice President or the City Bar Fund Counsel, the individual should bring his/her Concern to the attention of the President or the Chair of the Board of Directors. Individuals may also report any Concerns directly to the Chair of the Audit Committee. All persons who receive a report of a Concern pursuant to this Policy shall promptly inform the Audit Committee of such report. Concerns reported under this policy may be in writing (including by email) or by phone, and the reporting may be anonymous.

Employees must exercise sound judgment and have a reasonable basis for believing that the information disclosed indicates conduct that is or may be illegal, fraudulent or in violation of any adopted policy of the City Bar Fund. An employee who intentionally files a false report may be subject to discipline, up to and including discharge.

### **Investigations**

The City Bar Fund shall promptly investigate all reported Concerns and will take appropriate corrective action, if warranted. This investigation shall be coordinated by the City Bar Fund Counsel. However, if the investigation relates to the Counsel's conduct, the investigation shall be coordinated by the most senior officer of the City Bar Fund whose conduct is not the subject of the individual's report, or a person designated by such officer. The results of the investigation shall be reported to the Audit Committee.

An employee who is also a member of the Board of Directors may not take part in any Board or Audit Committee deliberations concerning the administration of this Whistleblower Policy. In addition, any individual who is the subject of a whistleblower complaint may not be present at

or participate in any Board or Audit Committee deliberations or voting on the matter relating to the complaint. Nothing in this policy shall prohibit the Board of Directors or Audit Committee from requesting that the individual who is the subject of the complaint present background information or answer questions prior to the commencement of deliberations or voting.

### **No Retaliation**

The City Bar Fund will not take any retaliatory action against any individual who in good faith reports a Concern, provides information or participates in an internal or government investigation of any such Concern. Acts of retaliation should be reported immediately to the Human Resources Director, the City Bar Fund's Counsel or the Vice President. Any employee who retaliates against an individual who has reported a Concern in good faith may be subject to discipline, up to and including discharge.

The right to be free of retaliation does not preclude the City Bar Fund from taking action against the employee relating to the employee's job performance or other conduct, and does not preclude other action regarding officers, directors or volunteers that are otherwise consistent with law and with the Fund's bylaws and policies.

### **Confidentiality**

Insofar as is possible, the City Bar Fund will maintain the confidentiality of any employee reporting a Concern, although the employee's identity may have to be disclosed to conduct the appropriate investigation, to comply with the law or legal process, or to provide a person accused with the opportunity to defend him/herself against the accusation.

### **Distribution**

This policy shall be distributed to all officers, directors and employees of the City Bar Fund, and to volunteers who provide substantial services to the City Bar Fund. This Policy shall be posted on the City Bar Fund's website.

### **Questions**

Anyone who has questions regarding this policy should contact the Vice President, who shall be the administrator of the policy.

## **4-22. NYC BAR CONFLICT OF INTEREST POLICY**

The NYC Bar has a responsibility to maintain the highest level of honesty and ethical conduct. Similarly, the NYC Bar's officers, members and employees bear a responsibility to maintain

personal integrity and avoid financial and other interests that create a conflict or an appearance of conflict between their involvement with the NYC Bar and their personal affairs.

All officers, Executive Committee members, employees, members and volunteers who provide substantial services to the NYC Bar, when undertaking their responsibilities with regard to the NYC Bar, shall exercise those responsibilities with undivided loyalty. If there is a material personal, financial, professional or other interest that creates a conflict or the appearance of a conflict, or if the individual or a relative is a current owner, whether wholly or partially, director, officer or employee of the NYC Bar's outside auditor or has worked on the audit at any time during the past three years, the individual shall report such conflict to the Executive Director or Counsel of the NYC Bar, except that reporting of conflicts with regard to financial interests shall be performed as set forth in Section A below.

The Executive Director or Counsel for the NYC Bar may advise the Audit Committee of the conflict if they deem it appropriate, and shall consider the conflict and advise the individual with the conflict as to whether disclosure, and possibly recusal, is necessary. Should the individual disagree with the determination of the Executive Director or Counsel for the NYC Bar, he or she may bring the matter to the Audit Committee, or the Executive Director or the Counsel may refer the matter to the Audit Committee.

Officers and Executive Committee members may raise such conflict issues in the first instance with the Chair of the Executive Committee or the Chair of the Audit Committee. If so, the procedure set forth in the above paragraph shall be followed, substituting those Chairs for the Executive Director or Counsel for the NYC Bar.

#### **A. Related Party Transactions<sup>4</sup>**

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<sup>4</sup> The term "related party transaction" excludes transactions (1) where the transaction itself or the related party's financial interest in the transaction is de minimis, (2) that would not customarily be reviewed by the board or boards of similar organizations and are available to others on the same terms, or (3) that constitute a benefit provided to a related party only as a member of a class of the beneficiaries that the NYC Bar intends to benefit as part of its mission, as long as the benefit is available to similarly situated members of the same class on the same terms.

When an officer, Executive Committee member, an employee who is in a position to exercise substantial influence over the NYC Bar's affairs or a key person<sup>5</sup>, becomes aware that the NYC Bar is considering entering into a transaction in which that individual, or a relative of such individual, or someone with whom the individual has an intimate personal relationship has a financial interest, he or she shall disclose the material facts regarding such interest to the Executive Committee or to such other committee authorized by the Executive Committee to receive such disclosure.

In addition to situations where the individual or the individual's relative or other intimate personal relationship would receive remuneration as a result of the transaction, individuals should also report instances where the transaction would involve an entity in which the individual or relative or intimate personal relationship has 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent.

For purposes of this Policy, "relative" means your (i) spouse or domestic partner; (ii) ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren; and (iii) spouses or domestic partners of brothers, sisters, children, grandchildren, and great-grand-children.

The NYC Bar shall not undertake a related party transaction without the approval of the Executive Committee. The Executive Committee may approve such a transaction should it determine that the transaction is fair, reasonable and in the best interest of the NYC Bar, provided it considers alternative transactions to the extent possible. Any determination with regard to such transaction and the alternative transactions considered shall be documented in the Committee's minutes. The individual who has such an interest in the party involved in the transaction shall not be present or participate in the deliberation or vote on the transaction.

With regard to other employees and NYC Bar members:

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<sup>5</sup> A "key person" is defined as any person, other than a director or officer, whether or not an employee of the NYC Bar, who (i) has responsibilities, or exercises powers or influence over the NYC Bar as a whole similar to the responsibilities, powers, or influence of directors and officers; (ii) manages the NYC Bar, or a segment of the NYC Bar that represents a substantial portion of the activities, assets, income or expenses of the NYC Bar; or (iii) alone or with others controls or determines a substantial portion of the NYC Bar's capital expenditures or operating budget.

Any other employee who becomes aware that the NYC Bar is considering entering into a transaction in which that employee, or a relative of that employee, or someone with whom the employee has an intimate personal relationship has a financial interest, or

Any member other than an officer or Executive Committee member who has (i) responsibility with regard to NYC Bar funds or (ii) responsibility to recommend products or services for purchase by the NYC Bar, and becomes aware that the NYC Bar is considering entering into a transaction in which that member, a relative of that member or someone with whom the member has an intimate personal relationship has a financial interest, shall disclose the material facts regarding such interest to the Executive Director and the Audit Committee. The Executive Director or the Audit Committee may refer the matter to the Executive Committee. If neither the Executive Director nor Audit Committee refers the matter to the Executive Committee, the Executive Director may approve such transaction if he or she determines that the transaction is fair, reasonable and in the best interest of the NYC Bar. However, if such transaction would normally be subject to approval by the Executive Committee, the information provided by the employee should be disclosed to the Executive Committee and the Executive Committee shall be responsible for approving the transaction after determining that the transaction is fair, reasonable and in the best interest of the NYC Bar. Any determination with regard to such transaction shall be documented in the NYC Bar's records or in the Executive Committee's minutes if that Committee makes a determination.

No individual who has a conflict of interest shall attempt to influence improperly the deliberation or voting on, or other determination of, the matter giving rise to such conflict.

#### **B. Receipt of Gifts**

1. No NYC Bar employee shall accept any cash gift payment, or accept any non-cash gift with a dollar value in excess of \$100 from a vendor or any other party seeking to do business, or doing business, with the NYC Bar. Any gift received in excess of \$100 shall be returned.
2. No NYC Bar member shall accept any cash gift payment, or accept any non-cash gift with a dollar value in excess of \$100, if that member believes or has reason to believe that the gift is motivated by a desire to obtain a benefit from the NYC Bar.

### **C. Payments to Vendors**

No NYC Bar officer, employee or member of the Executive Committee may offer or authorize gifts or payments to a vendor or any other party seeking to do business, or doing business, with the NYC Bar except payments legally owing for goods or services rendered.

Any violation of the Conflicts of Interest Policy by an employee of the NYC Bar may be cause for discharge. Any violation of the Conflicts of Interest Policy by an officer or member could be considered cause for sanctions including expulsion from the NYC Bar. Should any employee, officer or member have any questions with regard to the application of this Policy, that individual may contact the Executive Director, Counsel for the City Bar or Chair of the Audit Committee.

This Policy shall be distributed to all officers, Executive Committee members and employees, and to volunteers who provide substantial services to the NYC Bar, and shall be posted on the NYC Bar's website.

In addition, prior to the election of any officer or Executive Committee member and annually thereafter, each such officer or Executive Committee member shall complete, sign and submit to the Secretary of the NYC Bar a written form identifying, to the best of his or her knowledge, any entity of which she or he is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the NYC Bar has a relationship, and any transaction in which the NYC Bar is a participant and in which he or she might have a conflicting interest. The Secretary of the NYC Bar shall provide a copy of all completed forms to the Chair of the Audit Committee.

### **4-23. CITY BAR FUND CONFLICT OF INTEREST POLICY**

The Association of the Bar of the City of New York Fund, Inc. ("the Fund") has a responsibility to maintain the highest level of honesty and ethical conduct. Similarly, the Fund's officers, members and employees bear a responsibility to maintain personal integrity and avoid financial and other interests that create a conflict or an appearance of conflict between their involvement with the Fund and their personal affairs.

All officers, directors, employees, members and volunteers who provide substantial services to the Fund, when undertaking their responsibilities with regard to the Fund, shall exercise those responsibilities with undivided loyalty. If there is a material personal, financial, professional or other interest that creates a conflict or the appearance of a conflict, or if the individual or a relative is a current owner, whether wholly or partially, director, officer or employee of the Fund's outside auditor or has worked on the audit at any time during the past three years, the

individual shall report such conflict to the Counsel of the Fund (“Counsel”) or Vice President who serves as Executive Director of the New York City Bar Association (“Vice President”), except that reporting of conflicts with regard to financial interests shall be performed as set forth in Section A below.

The Vice President or Counsel of the City Bar Fund may advise the Audit Committee of the conflict if they deem it appropriate, and shall consider the conflict and advise the individual with the conflict as to whether disclosure, and possibly recusal, is necessary. Should the individual disagree with the determination of the Vice President or Counsel, he or she may bring the matter to the Audit Committee, or the Vice President or the Counsel may refer the matter to the Audit Committee.

Officers and directors may raise such conflict issues in the first instance with the Chair of the Board of Directors or the Chair of the Audit Committee. If so, the procedure set forth in the above paragraph shall be followed, substituting those Chairs for the Vice President or Counsel for the City Bar Fund.

#### **A. Related Party Transactions<sup>6</sup>**

When an officer, director, an employee who is in a position to exercise substantial influence over the Fund’s affairs or a key person<sup>7</sup>, becomes aware that the Fund is considering entering into a transaction in which that individual, or a relative of such individual, or someone with whom the individual has an intimate personal relationship has a financial interest, he or she shall disclose the material facts regarding such interest

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<sup>6</sup> The term “related party transaction” excludes transactions (1) where the transaction itself or the related party’s financial interest in the transaction is de minimis, (2) that would not customarily be reviewed by the board or boards of similar organizations and are available to others on the same terms, or (3) that constitute a benefit provided to a related party only as a member of a class of the beneficiaries that the Fund intends to benefit as part of its mission, as long as the benefit is available to similarly situated members of the same class on the same terms.

<sup>7</sup> A “key person” is defined as any person, other than a director or officer, whether or not an employee of the Fund, who (i) has responsibilities, or exercises powers or influence over the Fund as a whole similar to the responsibilities, powers, or influence of directors and officers; (ii) manages the Fund, or a segment of the Fund that represents a substantial portion of the activities, assets, income or expenses of the Fund; or (iii) alone or with others controls or determines a substantial portion of the Fund's capital expenditures or operating budget.

to the Board of Directors or to such other committee authorized by the Board of Directors to receive such disclosure.

In addition to situations where the individual or the individual's relative or other intimate personal relationship would receive remuneration as a result of the transaction, individuals should also report instances where the transaction would involve an entity in which the individual or relative or intimate personal relationship has 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent.

For purposes of this Policy, "relative" means your (i) spouse or domestic partner; (ii) ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren; and (iii) spouses or domestic partners of brothers, sisters, children, grandchildren, and great-grand-children.

The Fund shall not undertake a related party transaction without the approval of the Board of Directors. The Board of Directors may approve such a transaction should it determine that the transaction is fair, reasonable and in the best interest of the Fund, provided it considers alternative transactions to the extent possible. Any determination with regard to such transaction and the alternative transactions considered shall be documented in the Board's minutes. The individual who has such an interest in the party involved in the transaction shall not be present or participate in the deliberation or vote on the transaction.

With regard to other employees and Fund members:

Any other employee who becomes aware that the Fund is considering entering into a transaction in which that employee, or a relative of that employee, or someone with whom the employee has an intimate personal relationship has a financial interest, or

Any member other than an officer or Board member who has (i) responsibility with regard to City Bar Fund funds or (ii) responsibility to recommend products or services for purchase by the Fund, and becomes aware that the Fund is considering entering into a transaction in which that member, a relative of that member or someone with whom the member has an intimate personal relationship has a financial interest, shall disclose the material facts regarding such interest to the Vice President and the Audit Committee. The Vice President or the Audit Committee may refer the matter to the Board. If neither the Vice President nor Audit Committee refers the matter to the Board of Directors, the Vice



President may approve such transaction if he or she determines that the transaction is fair, reasonable and in the best interest of the Fund. However, if such transaction would normally be subject to approval by the Board of Directors, the information provided by the employee should be disclosed to the Board and the Board shall be responsible for approving the transaction after determining that the transaction is fair, reasonable and in the best interest of the Fund. Any determination with regard to such transaction shall be documented in the Fund's records or in the Board of Director's minutes if that Board makes a determination.

No individual who has a conflict of interest shall attempt to influence improperly the deliberation or voting on, or other determination of, the matter giving rise to such conflict.

#### **B. Receipt of Gifts**

1. No Fund employee shall accept any cash gift payment, or accept any non-cash gift with a dollar value in excess of \$100 from a vendor or any other party seeking to do business, or doing business, with the Fund. Any gift received in excess of \$100 shall be returned.
2. No Fund officer or director shall accept any cash gift payment, or accept any non-cash gift with a dollar value in excess of \$100, if that member believes or has reason to believe that the gift is motivated by a desire to obtain a benefit from the Fund.

#### **C. Payments to Vendors**

No Fund officer, director or employee may offer or authorize gifts or payments to a vendor or any other party seeking to do business, or doing business, with the Fund except payments legally owing for goods or services rendered.

Any violation of the Conflicts of Interest Policy by an employee of the Fund may be cause for discharge. Any violation of the Conflicts of Interest Policy by an officer or director could be considered cause for sanctions including expulsion from the Fund. Should any officer, director or employee have any questions with regard to the application of this Policy, that individual may contact the Vice President, Counsel for the City Bar Fund or Chair of the Audit Committee.

This Policy shall be distributed to all officers, directors and employees, and to volunteers who provide substantial services to the Fund, and shall be posted on the Fund's website.

In addition, prior to the election of any officer or director and annually thereafter, each such officer or director shall complete, sign and submit to the Secretary of the Fund a written form identifying, to the best of his or her knowledge, any entity of which she or he is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Fund has a relationship, and any transaction in which the Fund is a participant and in which he or she might have a conflicting interest. The Secretary of the Fund shall provide a copy of all completed forms to the Chair of the Audit Committee.

## **LACTATION POLICY**

Pursuant to New York City law, employees needing to express breast milk have a right to request access to a lactation room. NYC Bar will provide a lactation room, unless doing so would impose an undue hardship on the Association. If doing so poses an undue hardship, NYC Bar will engage in a cooperative dialogue with employees.

Employees may submit a request for a lactation room by contacting the Director of Human Resources. NYC Bar will respond to such requests within five (5) business days.

If two (2) or more employees need to use the lactation room at the same time, the Director of Human Resources will attempt to resolve the conflict in a manner that allows the employees to use the lactation room as needed. Employees should contact the Director of Human Resources with any follow-up questions.

NYC Bar will provide reasonable break time for employees to express breast milk pursuant to section 206-c of the New York Labor Law. Please refer to the Lactation Breaks policy for more information.

Employees can contact the Director of Human Resources with questions regarding this policy.

## **2-6. TELECOMMUTING**

Telecommuting entails a regular work-at-home arrangement or an occasional remote-access arrangement. In general, telecommuting may be implemented under appropriate circumstances for employees whose job responsibilities are suited for such an arrangement and/or where required by the NYC Bar. Each decision for telecommuting will be made on an individual basis under the guidelines set forth below.

### **Eligibility**

The employee's supervisor must confirm that the employee may accomplish all of the requirements of the position remotely. Generally, administrative and support staff are not eligible to telecommute in light of the job responsibilities.

Initiation of a telecommuting arrangement can be made at the request of either the NYC Bar or the employee. Permission to engage in telecommuting is at the discretion of the NYC Bar. Participation in telecommuting is voluntary on the part of the employee, except in cases where the NYC Bar requires telecommuting for a particular position and notification has been provided to the employee.

Employees who wish to telecommute must first discuss the request with their immediate supervisor. The department head and the Director of Human Resources must approve all telecommuting arrangements.

Generally, telecommuting should be contemplated when:

- The employee has demonstrated a sustained performance level that meets or exceeds expectations;
- The supervisor believes that the employee can maintain the expected quantity and quality of work while telecommuting;
- Quality of service can be maintained for staff, clients, and members of the NYC Bar community; and
- Telecommuting is appropriate considering the nature of the employee's job.

Generally, telecommuting should not be contemplated when:

- The nature of the job requires the employee's physical presence (e.g., telecommuting may not be appropriate where the employee must supervise the work of other employees) or efficiency is compromised when the employee is not present;
- The employee's performance evaluations do not demonstrate a sustained, sufficient performance level;

- The employee's productivity is poor;
- The employee requires close supervision as indicated, for example, by the employee's consistent need for on-site guidance;
- The employee has less than six months of service (except in the limited circumstances described below);
- The employee's current assignment requires frequent supervision, direction or input from others who are on-site;
- The employee has demonstrated performance issues, such as an attendance problem; or
- The employee has received disciplinary action or is on a performance improvement plan.

In some cases, departments may require or wish to permit a new employee to telecommute as part of the hiring arrangement. The supervisor should contact the Director of Human Resources to obtain a waiver of the six-month service requirement set forth above.

Telecommuting is not intended to permit employees to have time to care for family members, to work at other jobs or to run their own businesses. Failure to fulfill normal work requirements may be cause for disciplinary action up to and including termination of employment.

### **Duration**

All telecommuting arrangements are granted on a temporary and revocable basis and may be discontinued by the NYC Bar at any time and for any reason. In making telecommuting arrangements, both the department and the employee must be mindful that the policy is designed to provide a relatively long-term working arrangement, and it should not be used as a constant series of short-term arrangements. Employees who change their mind frequently about participating will not be permitted to telecommute.

### **Requirements**

The following requirements apply to telecommuting arrangements. Failure to comply with any or all of these requirements may result in termination of a telecommuting arrangement. Where the NYC Bar has determined and notified an employee that telecommuting is required for his or her position, failure to comply with any or all of these requirements may result in termination of employment.

- **Designated Work Area.** Employees must maintain a Designated Work Area in their home (or alternate location if approved by NYC Bar) that provides a quiet, professional, secure and confidential work environment free from distractions or noise.

The Designated Work Area must have, or be able to support, suitable equipment and a technological environment for the employee to perform his or her job. Specifically, the Designated Work Area must have consistent, reliable Internet service which meets the minimum requirements of upload and download speeds for the work to be performed by the employee, as determined by the IT Director and employee's supervisor.

In cases of technology problems local to the NYC Bar that cannot be immediately addressed, employees may have to work from NYC Bar's office or at another location approved by the NYC Bar, for extended periods of time. In cases of technology problems local to the employee that cannot be immediately addressed, the employee may spend up to one (1) day of his/her regularly scheduled work time at the Designated Work Area to address these issues. Beyond that time, the employee must work from the NYC Bar if space is available, identify an alternate Designated Work Area, or use vacation or personal leave to address the issue.

If circumstances change such that the employee can no longer work from his or her Designated Work Area, the employee must notify his or her supervisor immediately. NYC Bar cannot guarantee immediate provision of workspace at the NYC Bar for employees who have requested a telecommuting arrangement, and cannot guarantee any NYC Bar workspace for employees whose positions are required to be entirely remote.

- **General Practices**

- Employees remain subject to all NYC Bar policies, practices and programs at all times, including the monitoring of his/her online presence and work.
- A specific work schedule, including working location, workdays and hours, must be agreed upon in advance. No exceptions or variations to this schedule are permitted without prior written approval of the employee's department head or supervisor (requests for exceptions should be made at least three (3) days in advance of the change, when possible).
- Employees are expected to accurately record and report all hours worked.
- As required by Human Resources, the Executive Director and/or an employee's supervisor, employees must be on site as necessary to attend meetings, training sessions, or similar events or occurrences, even when it falls on their work-from-home day or on a day that employee does not generally work, if s/he is a part-time employee.
- Employees must maintain a regular workload consistent with their schedule and position.
- Employees shall not conduct any NYC Bar-related meetings with non-NYC Bar personnel at the employee's residence.

- Employees are responsible for the safety and security of all the NYC Bar's property and proprietary information, as set forth in the NYC Bar Property section, below.
- **Attendance**
  - Employees must comply with the NYC Bar's sick leave policy, and must report their use of sick leave to their supervisor consistent with that policy (e.g. if you are not feeling well and generally would not have come into work, you should not be working remotely either).
  - Employees who wish to be relieved of responsibility for work on a particular day or days must use appropriate pre-approved leave.
- **Expenses.** Employees will not be reimbursed for any expenses associated with telecommuting unless pre-approved by their department head.
- **Acknowledgment.** Employees must sign an acknowledgment form regarding the telecommuting arrangement and identifying the Designated Work Area that will be used.

### **NYC Bar Property**

If the NYC Bar provides property such as computers, printers, fax machines/or other equipment on loan to an employee, it is the employee's responsibility to use it solely at the Designated Work Area, keep it safe and secure while it is not on NYC Bar premises, and not permit others to use NYC Bar's equipment for any reason. In most cases, employees will be expected to provide their own equipment, such as computers and telephone lines, if they wish to telecommute. Regardless of whose equipment is used, the employee agrees to follow all NYC Bar policies and procedures for network access and to take all necessary steps to protect the integrity of NYC Bar's systems, equipment and network access.

If NYC Bar equipment is provided, each piece of equipment will be listed with its serial number within the IT Department when the employee takes possession. Employees must return the equipment in the same condition in which it was originally received, except for normal wear and tear, no later than five (5) business days after termination of the telecommuting arrangement, or immediately if employment ends.

In the event that equipment is damaged, lost or stolen, employees must immediately notify the IT Department and supervisor. Employees are personally responsible for the cost of any and all repairs, service, maintenance and/or replacement caused by their own negligence or the misuse or abuse of company-owned equipment by the employee or others. Employees are personally responsible -- and the NYC Bar is not responsible -- for the replacement, maintenance, service and/or cost of repairs of any non NYC Bar owned equipment.

All work performed from the Designated Work Area, as with any work performed for the NYC Bar, belongs exclusively to the NYC Bar.

### **Insurance and Liability**

The NYC Bar assumes no liability for injuries or damages to personal or real property occurring in the employee's Designated Work Area that is not work related. Any potential coverage afforded by NYC Bar's insurance policies is secondary to the employee's homeowners, renters, and/or other applicable insurance policies. Employees should be aware that some homeowner policies do not automatically cover injuries arising out of, or relating to, the business use of the home. For the employee's protection, employees should have their homeowners/renter's liability policy endorsed to cover bodily injury, theft of NYC Bar equipment from the home, and property damage to all third parties arising out of or relating to the business use of their home.

NYC Bar's responsibility for any work-related injuries under workers' compensation laws will be limited to work-related injuries in the Designated Work Area. Employees must report any work-related injury to their supervisor immediately, and not later than 24 hours after such injury, in accordance with NYC Bar's standard injury reporting process.

### **Taxes**

Income taxes will be withheld based on the location of the NYC Bar, and may also be withheld based on the location from which the employee telecommutes. The City Bar makes no representations about the personal tax implications or other legal issues arising from the telecommuting arrangement. Employees may wish to consult their tax advisor with respect to other tax consequences.



## **New Leave and Benefit Policies Relating to COVID-19**

*Note: These laws and policies expire on December 31, 2020*

### **I. Federal Families First Response to Coronavirus Act**

#### **A. Emergency Paid Sick Leave (effective April 1, 2020)**

**Benefit.** Pursuant to this law, the City Bar will provide up to two weeks of paid sick leave to full-time employees, based on their regular rate of pay. Part-time employees are eligible for the number of hours of leave that the employee works on average over a two-week period.

**Eligibility.** Employees are eligible for this sick time to the extent that they are unable to work (or telework) due to a need for leave because:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.\*
2. The employee has been advised by a health care provider to self-quarantine due to COVID-19 concerns.\*
3. The employee is experiencing symptoms of COVID-19 and seeking medical diagnosis.\*
4. The employee is caring for an individual subject to a quarantine or isolation order, or who has been advised to self-quarantine.\*\*
5. The employee is caring for a child whose school or place of care has been closed, or the child care provider is unavailable due to COVID-19 precautions.\*\*
6. The employee is experiencing any other substantially similar condition specified by Health and Human Services (“HHS”) in consultation with the Department of Treasury and Department of Labor.\*\*

\* Total paid leave (at the employee’s regular rate of pay) is capped at \$511 per day and \$5,110 in the aggregate (per employee), when leave is taken for reason 1, 2 or 3 above.

\*\* Total paid leave is capped at \$200 per day and \$2,000 in the aggregate (per employee). Employees using paid sick time for reason 4, 5 or 6 are only entitled to 2/3 of their regular rate of pay, subject to the cap. Employees eligible based on #5 should refer to Section B for additional information regarding up to 10 additional weeks of family and medical leave paid at 2/3 regular pay up to a cap for qualifying employees.

Business closures or shutdowns are not covered reasons for paid sick leave.

Employees are entitled to use of the paid sick time on or after April 1 regardless of their length of employment.

Employees will not be paid for unused emergency paid sick time upon termination or other separation from employment.

**Other Leave Policies.** Employees may use this new emergency sick time before any other leave provided by the City Bar. This new emergency sick leave is in addition to, and does not replace, any other paid leave offered by the City Bar.

**Protection from Discrimination and Retaliation.** Employees shall not be discriminated or retaliated against for taking paid sick leave or for asserting sick leave rights.

## **B. Temporary FMLA Emergency Leave (effective April 1, 2020)**

**Benefit and Eligibility.** The City Bar will provide up to 12 weeks of protected leave (“Emergency Leave”) to eligible employees who (1) have been employed by the City Bar for at least 30 calendar days and (2) are unable to work (or telework) because of the need to care for a child under 18 years of age due to closure of school or the child’s place of care, or if the child care provider is unavailable due to the coronavirus.

This is a new category of leave under the FMLA, entitling employees to take FMLA for the above reasons relating to the coronavirus. It does not give employees any additional leave beyond the 12 weeks they may be eligible for under the FMLA.

**Pay Requirements.** The employee’s initial 10 days of Emergency Leave will be unpaid, unless employees elect to use accrued paid time off, including the emergency sick leave described in the previous section, during the initial 10-day period, though they are not required to do so. Following expiration of the 10-day period, the City Bar will pay an employee 2/3 of his or her regular rate of pay, based on the number of hours the employee would otherwise be normally scheduled to work. Total paid leave is capped at \$200 per day and \$10,000 in the aggregate for each employee.

**Reinstatement Rights.** The FMLA’s job reinstatement rights apply to this Emergency Leave. See Section 3 of the Employee Handbook for more details.

**Continuous or Intermittent.** As described more fully in Section 3 of the Employee Handbook, employees may take FMLA leave for 12 consecutive weeks or on an intermittent basis.

## **C. Coverage for COVID-19 Testing**

All employees who participate in City Bar-sponsored group health plans will receive coverage for COVID-19 testing at no cost to plan participants.

Specifically, UnitedHealthcare will waive member cost sharing, including copays, coinsurance and deductibles, for COVID-19 diagnostic testing provided at approved locations in accordance with CDC guidelines for all participating employees. This applies to Oxford as well, regardless of where the employee resides.

Please note that the **diagnostic testing** will be covered with no cost share, but the applicable cost share will apply, where applicable, to the office visit itself.

You can visit UnitedHealthcare's Frequently Asked Questions page to find answers about cost, coverage and support for plan members who are affected by COVID-19: <https://www.uhc.com/health-and-wellness/health-topics/covid-19/faq>

The FAQ does reference Virtual Visits as another option for plan members to seek services, but Virtual Visits is not yet available for Oxford members. This benefit will be available on or around June 2020.

## **II. New York State (effective March 18, 2020)**

### **A. Paid Quarantine Sick Leave**

#### **Benefit and Eligibility**

- Eligible employees are those who are subject to a mandatory or precautionary order of quarantine or isolation issued by the state of New York, the Department of Health, a local board of health, or any governmental entity authorized to issue such order due to COVID-19 (a "Quarantine Order"). Employees who have received medical advice to self-quarantine or voluntarily decide to self-quarantine are not eligible for this benefit.
- The City Bar will provide two weeks of paid quarantine leave to eligible employees, and will protect your job for the duration of the Quarantine Order.
- Upon return to work following leave taken under this law, employees will be restored to their prior position under the same pay and terms and conditions of employment and will not be discriminated or retaliated against for taking leave under the law.

#### **Exceptions**

***Personal Travel.*** This leave is not available to employees who are subject to a Quarantine Order because they have returned to the U.S. after travel to a country for which the CDC issued a level 2 or level 3 travel health notice and the travel wasn't part of the employee's employment or at the direction of the City Bar, and if the employee was provided notice of the travel health notice and the limitations

of this section of the law prior to such travel. Such employees can use their accrued leave. If none is available, employees will be provided with unpaid sick leave for the duration of the Quarantine Order.

***Able to work.*** This quarantine leave is not available for employees who are deemed asymptomatic or have not yet been diagnosed with any medical condition and are physically able to work while under a Quarantine Order, whether through remote access or other similar means.

### **Interaction with Other Leave**

This quarantine leave is in addition to and does not replace or run concurrently with other paid leave provided by the City Bar.

Quarantine leave under this state law must be taken concurrently with the emergency paid sick leave provided under the federal Families First Response to Coronavirus Act, with the employee receiving the greater benefit amount between the two laws.

### **B. Expansion of Disability and Paid Family Leave**

- A Quarantine Order is proof of disability or need to take family leave.
- Disability and family leave benefits may be payable concurrently upon the first full day of an unpaid period of a Quarantine Order, but an employee may not collect any benefits that would exceed \$840.70 in paid family leave and \$2,043.92 in disability benefits per week. The usual prohibition on concurrent payments has been temporarily suspended by this emergency law.
- The maximum weekly benefit that an employee can receive for benefits due to disability is the difference between the maximum weekly family leave benefit and the employee's total average weekly wage from each covered employer, up to a maximum benefit due pursuant to disability of \$2,043.92 per week.
- Eligibility for disability benefits will begin on the employee's first day of disability. The usual waiting period has been temporarily suspended by this emergency law.

## **FLOATING HOLIDAY**

All full-time regular employees will receive one (1) floating holiday per year in addition to the City Bar's regular paid holidays during which the Association is closed. The floating holiday may be used for any purpose chosen by the employee. Time off for a floating holiday should be submitted through the ADP time tracking system for approval by your supervisor.

The floating holiday will be available at the beginning of each calendar year for all current full-time employees to use at any time during that year. New full-time employees starting by the end of June will receive credit for one (1) floating holiday upon hire, and will be permitted to use the floating holiday after two (2) months of employment. New employees hired during the second half of the calendar year will not receive a floating holiday until the following calendar year.

Floating holidays will not be permitted for carry over into the next calendar year; employees will not receive pay for a floating holiday that was not taken during the year, or upon termination of employment.