

Office of Collective Bargaining
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In the Matter of the Arbitration

OPINION and AWARD

between

of

COMMUNITY ACTION FOR LEGAL SERVICES, INC.

ARBITRATOR

and

LEGAL SERVICES STAFF ASSOCIATION

REPORT AND RECOMMENDATIONS
OF IMPASSE PANEL

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I-110-74

THE PROCEEDINGS

On May 22, 1974, the Office of Collective Bargaining determined that an impasse existed in the collective bargaining between Legal Services Staff Association, hereinafter referred to as LSSA, and the Community Action for Legal Services, Inc., hereinafter referred to as CALS, and appointed me as a one-member impasse panel to hear and report and make recommendations for the resolution of the dispute.

Hearings were held on June 19, 24, July 25, August 22, September 4, 1974 after which I met with the parties on September 12 and October 17, 1974, to try to help them reach a mutually accepted solution through mediation.

At the hearings, CALS was represented by its attorney Samuel Pierce, LSSA was represented by David Lasner, its president, and, in the earlier hearings, by Ralph Shapiro, its attorney. New York City Office of Labor Relations (OLR) was represented by Neil Lipton, its General Counsel. Also present at various times were the following:

For OLR: Michael Wittenberg
 Adam Blumenstein

For LSSA: Susan Seel, Impasse Committee
Cheryl Jackson, Vice President
Deborah Johnson, Executive Committee
Samuel E. DalaRosa, Treasurer
Joyce Mork, Delegate
Barbara Winter, Delegate
June Zoitlant Dalegato

For CALS: Marttie L. Thompson, General Counsel
Anton G. Singen III, Attorney
Stephen Gottlieb, Associate General Counsel

THE PARTIES

CALS is a not-for-profit charitable corporation established in the state of New York for the purposes of providing legal services to poor people, Its right to practice law as a corporation has been approved by the Appellate Division of the First Department pursuant to Section 495 of the Judicial Law.

CALS is part of the national legal services program of the Office of Economic Opportunity (OEO) established under the Economic Opportunity Act of 1965. Under that program, neighborhood legal services programs wore set up throughout the Country.

CALS program provides legal services in welfare, landlord and tenant, housing authority and family matters including divorce, negligence abuse, and juvenile delinquency. It also handles consumer action, employment and social security matters. Since 1967, CALS has represented about a quarter of a mill ion people. About three million New Yorkers qualify for its representation.

CAL is an umbrella corporation for the OEO. Beneath the umbrella there are nine operating corporations, each with its separate and distinct board of directors. Those corporations entered into a subcontract with CALS to provide legal services to 26 designated poverty areas in the City. They did so pursuant to a Master contract between CALS and the Community Development Agency (HRA) which is a component of the City of New York Human Resources Administration (HRA), Associated with the CDA is the Now York City Council

Against Poverty (CAP) which is CDA's policy making body. CALS receives its funds through the Office of Legal Services (OLS) of the OEO which is channeled through the regional office of the OEM, MA meets legislative requirements of a community agency to disseminate poverty funds. It is also a mayoral agency the City of New York.

ZAP and CALS have signed a contract providing for the purchase of services which, as in all contracts signed with the CPA and CAP, provides that the CAP or its designated representative is the sole negotiator with any labor organization for employees of CALS or any community organization involved in the poverty program. In this proceeding, OLR is CAP's representative.

LSSA was organized in 1971. It was certified on November 2, 1973 as the collective bargaining agent of the employees of CALS, who were found to be public employees by the OCU in its decision, number 48-73, rendered on June 25, 1973. The number of employees in the bargaining unit was recently determined by stipulation before OCT. As of September 30, 1973, there were 85 attorneys and 143 non-attorneys. As of September 4, 1974, there were 96 attorneys and 158 non-attorneys. LSSA has tried to present these employees according to their job duties rather than how they were officially carried by CALS. However, that dispute will not be considered. It is beyond the power of this proceeding, to resolve disputes on how to reclassify employees. Each employee will therefore be considered according to the title given to him by CALS. I point out, however, that a dispute over an employee who performs the duties of another position within the Employer's classification system might be a matter which could be contested under the grievance machinery once an agreement has been signed.

THE NATURE OF THE DISPUTE

This is the first collective bargaining agreement between LSSA and CALS and its negotiation has many of the problems common to first contracts.

LSSA is eager to resolve all of its grievance in this negotiation despite the practical difficulties that lie in its path. CALS is willing and anxious to pay its attorneys substantially higher salaries to keep those it has and attract able new ones. CALS, however, is not master of its own house. Its money comes from the federal government and City of New York. OEO has set standards but has not furnished enough money to avoid retrenchment if the standards are met. The City of New York is beset with a host of financial problems and cannot fill the gap left by inadequate federal funding. Moreover, the City is concerned with the impact of the future agreement between CALS and LSSA upon other City employees and it seeks an award herein consistent with the agreements it has with other City employee unions.

OEO supplies the bulk of the money for CALS' program and it is required by law to oversee the way in which its money is used by CALS. OEO has promulgated guidelines dealing with the application of federal funding of legal services programs which provide, "There are no national salary standards. Salaries should be competitive for the level of experience required in accordance with the general salary structure of attorneys in the community." (10 CCH Poverty Law Reporter 8700.44) OEO funds are insufficient to pay what LSSA thinks necessary. The City would have to supplement federal funds to avoid a retrenchment in CALS' program under the projected CALS-LSSA agreement. Thus, it can be seen that the interests of the parties go in four different directions at one time.

As impasse panelist, my task is to make recommendations which satisfy the legitimate aspirations of LSSA to advance the interests of its members, the mandated objective of CALS to provide a meaningful legal assistance program for the poor of the City, the real concern of the City to coordinate the labor relations of CALS with that of other City agencies, and keep the program within the budget and standards of the OEO. Moreover, I am bound by the requirements of the City Labor Law {Section 1173-7.0.c (3) (b)} which requires

that I take into account the interest and welfare of the public. This has come to mean the ability of the City to pay and the extent to which the services rendered may have to be curtailed if funds are unavailable.

It is clear that if salaries and other costs are increased and the federal and the City governments fail to provide the funds to meet the increased costs, services may have to be curtailed. This would be unfortunate because it would mean not only that some poor people could not be served but that CALS would have to lay off some of its employees. A proposal which fully satisfies the legitimate objectives of LSSA, CALS, the City and OEO is not possible. My recommendations are, admittedly, a compromise intended to balance the conflicting interests and to have the least damaging impact on the quality and range of services rendered by CALS and the number of people it employs.

Below are the issues, my recommendations and the considerations behind them.

DURATION OF THE CONTRACT

LSSA wants a two year contract effective October 1, 1973. CALS would like to see a contract effective October 1, 1974, lasting for three years. The basis for LSSA's position is that it has certified in 1973 that it has been trying to reach an agreement with CALS ever since. It argues that a failure to make the contract retroactive would reward CALS and the City for the delay in reaching an agreement. However, a retroactive agreement would, in my opinion, be inadvisable. The MO budget for CALS for the period ending September 30, 1974, has largely been spent. The new budget will cover the period from October 1, 1974, on. The limited funds that will be available can best be used by concentrating them on improving the existing salary structure rather than correcting the old structure retroactively. Any retroactive payment would decrease the money available for salary increases.

In my opinion, the contract should begin October 1, 1974, and should run

until September 30, 1976. Any earlier termination date would require the parties to begin negotiations for a successor contract almost as soon as the 3 present one has been signed. Most contracts with the City have a two-year life.

SALARIES OF ATTORNEYS

There are 90 staff attorneys, 13 Reginald Heber Smith fellows (Attorneys paid by the Federal Government directly to work in the program whose salaries are supplemented by CALS to make them the equivalent of staff Attorneys) and 6 senior attorneys. Among them, five have been appointed coordinating attorneys and eight as unit directors. Coordinating attorneys receive a differential of \$1500 over staff attorneys, senior attorneys receive \$1500 or \$2500, and unit directors \$2000 or \$2500. ISSA prefers to continue the salary arrangement on its present basis of set rates for attorneys with differentials for the coordinating attorneys and unit directors.

LSSA submitted a brief of 34 pages in support of its contention that CALS' staff attorneys receive far lower salaries than those received by private, government, and legal aid attorneys in New York City despite the federal regulations requiring that they receive comparable salaries. LSSA submitted data showing what private law firms, small, medium and large, paid their staff attorneys as well as what the federal, state and city governments pay theirs, but the most persuasive data is that which the Legal Aid Society (TAS) pays its attorneys. Both CALS and the City acknowledge that LAS is the most appropriate agency with which to compare CALS because LAS is engaged in poverty work in the area of criminal law while CALS services the same constituency in the area of civil law. A comparison of the salaries of staff attorneys at LAS and at GUS follows:

<u>Current Years of Service</u>	<u>US (as of 7/1/73)</u>	<u>CALS (as of 10/1/74)</u>
On Graduation	\$11,000	\$11,500
1 st	12,500	11,500
2 nd	15,000	12,000
3 rd	16,650	12,500
4 th	18,250	13,000
5 th	19,200	13,500
6 th	20,500	14,000
7 th	21,200	14,500
8 th	21,900	15,000
9 th	22,600	15,500
10 th	23,300	
11 th	24,000	
12 th and following		

ISSA maintains that the inadequate salaries for attorneys has resulted in a high turnover rate. Many attorneys leave the CALS program after they have a year or two of experience because they can earn much more money elsewhere. As a result, CALS attorneys are relatively inexperienced. They learn while they are serving clients and spend more time on each case than an experienced attorney would. Thus, fewer clients are served and they find their cases attorney handled by a series of inexperienced attorneys, each of whom spends a great deal of time and effort, becoming acquainted with the casa. A similar situation existed at LAS. Before salaries were increased to make them competitive with government and private attorneys, US lost 30 to 33% of its attorneys each year. Since the change the turnover rate has decreased to under 5%.

CALS' study of turnover of staff attorneys showed that during the period October 1972, to February 1974, 140 persons held such positions. Of these, 16 were promoted to higher positions within CALS and 39 left for other positions. In March 1973, the average CALS attorney had 34.4 months of experience. This dropped in January 1974 to 30.9 months. If there were no turnover, the average experience level would automatically go up. However, CALS tends to hire new employees right out of law school and to the extent that they replaced more experienced attorneys they lowered the experience level.

In my opinion, the rate of turnover is not the most significant consideration. The salaries sought are not for the purpose of reducing turnover. The basic purpose of this proceeding is to determine what salaries should be on the basis of comparisons with others similarly situated. Salaries paid is only one factor in determining turnover. There are many other reasons why employees charge jobs. CALS admits that it has no difficulty in hiring attorneys right out of law school. By January 1974, CALS had hired 27 June 1973 graduates. They were chosen out of many hundreds. The most important consideration is what it will take to keep CALS competitive.

If CALS' 90 staff attorneys were to be paid on a parity with LAS, the cost would be \$448,600 effective as of October 1, 1973, and \$400,750 as of October 1, 1974. This would mean an increase of 40.45% and 36. We respectively on a payroll of \$1,086,450. If similar raises were given, to the senior attorneys, Reggies, management and the LAS attorneys, working with CALS, the increase would be close to \$900,000 exclusive of the raises for non-attorneys.

The, OEO budget for the six month period October 1, 1974 through March 31, 1975, has been determined on a preliminary basis at exactly the same amount as the same period the year before. This budget must come out of the funds appropriated by Congress. Whether additional funds will be appropriated is unpredictable.

OEO is responsible for approving salaries over \$15,000 or raises which exceed \$2500 over the present salary level or 20% over what a person earned the previous year. Even if OEO approved any recommended salary increases, CALS has been informed it would have to run the risk of having to find the money for Congress has passed a Legal Services Corporation Act and the jurisdiction of the legal services program will soon pass to the new corporation. The present thinking of OEO is to ask Congress for a recommendation of a 10% increase to cover the cost of living increases over

the last several years, hardly enough to cover a 36% increase in cost. The estimate is that the new corporation will not become operative until late spring or summer 1975.

The situation in the City of New York is equally bleak. The City is in a financial bind and is compelled to reduce services to balance its budget. Thus, the prospects of the City augmenting CALS' budget sufficiently to achieve parity with LAS is, to put it mildly, remote. It may be that even a moderate increase will cause a contraction of services and a reduction of staff.

It is clear, nevertheless, that CALS must move closer to LAS if it is to retain its staff attorneys and attract new ones.

I propose an increase which will cost \$2220,000 for the 96 staff and senior attorneys during the first year; and an additional 6% for the second year. My proposal is a compromise between the Union's desire for a single rate range for staff attorneys and senior attorneys, and CALS' desire for two levels of senior attorneys. I propose a rate range for senior attorney instead of a differential. CALS has expressed a desire to staff attorneys to senior attorneys as a reward for merit. I have no jurisdiction over the promotion process, but a rate range for seniors will make the promotion more attractive.

RECOMMENDATION

For the year beginning October 1, 1974, staff attorneys and senior attorneys shall be paid as follows:

<u>Year of Graduation</u>	<u>Staff Attorney</u>	<u>Senior Attorney</u>
1974	\$12,500	- - -
1973	13,500	- - -
1972	14,500	- - -
1971	15,000	16,500
1970	15,500	17,500
1969	16,000	18,250
1968	16,500	19,000
For each additional year of experience	500	750
For the Year beginning October 1, 1975:		
1975	13,250	- - -
1974	14,310	- - -
1973	15,370	- - -
1972	15,900	17,490
1971	16,430	18,550
1970	16,960	19,345
1969	17,490	20,140
For each additional year of experience	530	795

Differentials for coordinating attorneys and unit directors shall remain as before.

NON-ATTORNEY SALARIES

STAFF SECRETARIES

There are 86 staff secretaries in the bargaining unit whose salaries range from \$6,206 to \$10,040. Confusion has arisen because some employees who are budgeted as staff secretaries are used as executive secretaries, receptionists, switchboard operators and even as messengers. I have already pointed out that if employees are doing out-of-title work I cannot correct it in this proceeding. I am not authorized to change titles or classifications. That problem may have to be handled through the grievance procedure once an agreement has been reached. My function is to award salaries for the title according to the job description assigned to that title.

Those whom the Union agrees are performing as staff secretaries do work comparable to those of any legal secretary. They type legal forms and briefs, take and relay telephone messages, transcribe from a dictaphone or by stenography, do xeroxing and mimeographing, keep records, order equipment, handle office mail, work the switchboard and act as office receptionist.

It was estimated that over 70% of the staff secretaries are bilingual, mainly Spanish and English.

Because of a critical shortage, staff secretaries have frequently been used for such additional functions as interviewing clients, investigating, representing clients at welfare fair hearings, accompanying clients to welfare and social security centers, serving process and other duties.

LSSA complains that the secretaries' salaries have no rational basis. They are not graded according to experience or the importance of their duties. Moreover, LSSA argues that secretarial work has traditionally be reserved for women who are traditionally underpaid. At IAS, secretaries without

stenographic skills are hired at \$6760 a year and receive increments to a maximum of \$9100. Those with stenographic skills are paid either \$7280 or \$7000 to a maximum of \$10,400 or \$10,920. Senior typists working for the City of New York start at \$7,000 and earn a maximum of \$9800. Senior stenographers range from \$7300 to \$10,100. Although low at the bottom, salaries of CALS secretaries are comparable with these of other City employees.

EXECUTIVE SECRETARIES

CALS employs 22 executive secretaries at salaries ranging from \$7500 to \$10,915. Their duties were not given in detail. I judge from that fact that they present no special problem, and that their salaries should be improved proportionately With staff secretaries.

The salary range of executive secretaries compares favorably with executive secretaries at other co=unity corporations who are paid \$6200 - \$10,122, and with administrative secretaries at \$6450 - \$8988 and Board Secretaries at \$5300 - \$8100. Supervising stenographers working for the City are paid \$8200 to 311,6550,

SOCIAL WORKERS

Social workers work with community organizations, tenants groups, do budget counseling, community education, act as consultants and resource persons bn issues of health care and patients' rights. They also handle or assist with individual clients' problems such as public assistance, social security, medicaid, public housing, employment, discrimination, school problems, etc. ISSA claims they do work comparable with the work performed by social workers in other agencies. The Department of Social Services outlines the duties of a social worker as, "Under supervision, with considerable attitude for independent action or decision as an individual or as a member of a team, identifies, develops and implements service plans for Minors and applicants of public assistance."

CALS has 13 employees doing social work with salaries ranging from \$7500 to \$13,100 a year. Of these, two with masters degrees in social work have a salary average of \$13,100; those with B.A. degrees \$11,215; and those with less than a B.A., \$10,905. Caseworkers in the New York City Welfare Department receive \$8600 to \$14,205, while social workers receive \$10,800 to \$16,150.

LEGAL SERVICES ASSISTANT

Eleven employees are listed by CALS as legal services assistants. These are pars-professional employees who handle work not thought to require the time or expense of an attorney. At CALS each LSA is trained in one or two aspects of the law and handles the majority of routine cases in that area.

After the New York State Domestic Relations Law was amended in 1967, the legal services offices in the City were deluged with client-3 divorce under the new, more liberal laws. The vast majority of matrimonial cases are purely routine and CMS divorce units are headed by an attorney or an LSA. Their function is to interview clients and follow the case to the end, preparing the summons and complaint, setting up the trial date, preparing the client for hearing, and drawing up the final judgment. LSA's frequently draft their own motion papers and negotiate separation agreements.

LSA's in welfare law interview clients and attempt to resolve their problem by dealing directly with the welfare center. Frequently, it is done by telephone although it sometimes means accompanying the client to the welfare center. They have been trained to conduct their own fair hearings in all but the most complicated cases. LSA's are used in adoption cases and landlord and tenants cases.

The average salary of an LSA is \$8,412, and the range is from \$6500 to \$8950. Legal Aid Society has three levels of para-legal employees. One

level, however, is being phased out. At LAS, Para-legal II are hired at \$7800 and go to \$10,920. Para-legal III are hired at \$8320 and receive a maximum of \$12,480.

INVESTIGATORS

CALS employs 14 investigators whose salary is \$7723. Their duties are servings of subpoenas and court papers, filing papers in courts, taking photocopies and performing investigations requested by staff attorneys and legal assistants. At LAS, investigators start at \$8500. At the New York County District Attorney's Office the starting salary is \$10,500 per year.

OTHER EMPLOYEES

CALS employs clerk-messengers, bookkeepers, assistant bookkeepers and community aides. None of those need special attention and will be treated like all other non-attorneys.

GENERAL CONSIDERATIONS

The City of New York in bargaining for approximately 300,000 employees in 195 separate bargaining unit establishes rates by negotiating pace setters. Once the pace setters have been established by lengthy negotiations, other agreements are patterned after them. The pattern that has been set for the 1974 negotiations in the City is as follows: For those whose average salary is over \$10,000, 8% increase for the first year and 6% for the second year plus a cost of living clause which takes effect in the tenth month of the second year. The cost of living bonus is a lump sum payment, not an increase in the rate. For those whose average for the title is below \$10,000, 6% on the first day of the contract or \$600 whichever is greater plus 3% at the beginning of the ninth month of the first year. \$500 at the beginning of the second year or 5%, whichever is higher and the cost of living adjustment at the tenth month of the second year as for those over \$10,000.

Since CALS' non-attorneys are roughly comparable with City employees, it is appropriate that they receive the same increase. LSSA once expressed a desire that the non-attorney staff be paid at least \$10,000 per year. The increase I propose will bring the average pay, which is now \$8,000 for those under \$10,000 per year up to \$9400 plus the cost of living bonus which is expected to amount to \$540. Thus, they will be very close to achieving an average of \$10,000. They will be only \$60 short.

LSSA asked for an increment system providing yearly increases over a period of eight years. It also asked for retroactive pay. Under the circumstances, these requests must be denied.

In making my recommendation I have based the increase on the average pay for each category.

RECOMMENDATION

The following increases shall be given:

<u>Title</u>	<u>On 10/1/74</u>	<u>On 6/1/74</u>	<u>On 10/1/75</u>
Staff Secretary	\$600	\$225	\$500
Executive Secretary	600	275	525
Legal Services			
Asst.	600	250	500
Social Worker	925	- - -	750
Investigator	600	250	500
Community Aide	600	200	500
Clerk-Messenger	600	200	500
Bookkeeper	950	- - -	800
Asst. Bookkeeper	600	275	500

On July 1, 1976, the employees in the foregoing titles shall also be given a cost-of-living adjustment as follows:

If the Consumer Price Index for Urban Wage Earners and Clerical Workers, New York, Northeastern New Jersey (Base Year 1967-100) when published by the Bureau of Labor Statistics, U.S.

Department of Labor, for June, 1976 exceeds the Index for September, 1975, the City shall pay, effective July 1976, a per annum cost-of-living adjustment consisting of the product of multiplying twenty-one dollars (\$21) times each full four-tenths (0.4) of a point increase in the Index,

Any such cost-of-living adjustment shall not become part of the basic wage rate but the adjustment effective July 1976 shall be included in computing pay for straight time, (including all time in full pay status), overtime, shift differential and holiday premium.

In addition, if the Index published for January 1976, exceeds the Index for September 1975, the City shall pay at the time the July 1, 1976 adjustment herein above described is implemented, a lump sum, covering the period January 1, 1976 to June 31, 1976 and consisting of one half of the product of multiplying twenty-one dollars (\$21) times each full four-tenths (0.4) of a point increase in the Index, with the added proviso that the amount of such lump sum shall be rounded to the next higher digit of ten dollars. (\$10).

The above is applicable only to full time per annum employees covered by this agreement whose regular work week is thirty-five (35) hours or greater.

For full time per annum employees who regularly work a thirty (30) hour work week adjustments and lump sums shall be paid consistent with the foregoing but computed at the rate of eighteen dollars (\$1.8) per annum for each full four-tenths (0.4) of a point increase in the Index.

For per diem, per session, part time per annum and hourly employees, adjustments and lump sums shall be paid consistent with the foregoing but computed at the rate of one cent per pay hour for each full four-tenths (0.4) of a point increase in the Index.

Employees who have been at less than full pay status during the entire period January 1, 1976 to the date of implementation of the July 19 1976 adjustment shall have their lump sum payments by reason of the January 1, 1976 to June 30, 1976

period and the back pay by reason of the July 1, 1976 adjustment reduced proportionate to the time for which they were not on a full pay status.

NON-SALARY MATTERS

LSSA made a number of demands other than salary and number of these demands have been tentatively agreed upon, although the text of a contract provision may not have been. The parties anticipate no problem in this area. The fact that they are not discussed in this report and that no recommendation is made on them should be understood as altering in any way the agreements already reached on these issues.

Below is a report on those matters on which agreement has not been reached. LSSA submitted no data or argument on the matters in dispute. It was content to rest its case on the way those matters are treated as LAS as evidenced in its agreement. CALS submitted a comprehensive plan* for annual leave, compensatory time, annual sick leave, holidays, leaves of absence, death in the immediate family, Election Day, Jury duty and annual personal leave days which in the main are the present existing conditions. I shall recommend the incorporation of this plan in the agreement to come. I have made some changes which will be discussed below with my comments on LSSA's demands.

ANNUL LEAVE AND PERSONAL LEAVE

CALS' present policy is to give 20 days of annual plus three personal leave days during the first year and 25 days of annual leave and three days of personal leave after the first year. LSSA asks that this be increased to 25 days the first year and 35 days each subsequent year plus 5 personal days.

CALS' present vacation arrangement is superior to that enjoyed by City employees who now receive 20 days of annual leave when first employed. After 8 years it increases to 25 and after 15 years to 27 days. City employees do not receive personal leave days. It follows that the changes demanded by LSSA are not warranted.

*"Management Demands" Exhibits C22

HOLIDAYS

LSSA asked for additional holidays to include Columbus Day, Veterans Day and the day after Thanksgiving. The CALS has proposed ten holidays which include Veterans Day and the day, after Thanksgiving. I shall recommend the holidays proposed by CALS.

OTHER LEAVES

LSSA asked additional leaves such as four hours off for shopping prior to Christmas, paternity leave equal to maternity leave, the right to a leave of absence without pay of six months after three years of employment, and sabbatical leave for six months after six years of employment with full pay. Leaves without pay are now handled on a discretionary basis. No evidence was submitted to show that the present basis is unsatisfactory.

Paid sabbatical leave is not a present condition nor is it enjoyed by City employees. It would involve a substantial cost and would benefit a relatively few members of the bargaining unit. If it affected a substantial number, it would leave in its wake a serious staffing problem. No need has been shown for this benefit and it should therefore be denied.

LSSA asked for paternity leave equal to maternity leave. No evidence or data was submitted in support of this demand except that it is granted at LAS. Male City employees do not enjoy such a benefit. Without evidence of a need or of its impact upon CALS staffing problem the panel is not in a position to make a recommendation on this demand.

LSSA asks that sick leave be cumulative without a maximum. CALS employees now are receiving 25 sick days per year. CALS asks that it be reduced to 12. This is an admittedly high number of days and LSSA indicated that it would be willing to reduce this number if other demands were granted. New York City employees enjoy 12 days per year. It would seem to me, therefore, that some reduction in this benefit would be appropriate. I shall recommend that it be reduced to 18 days.

HEALTH COVERAGE

LSSA demands that the HIP option be given to all employees and that the present plan be extended to cover eye glasses, eye examinations and prescriptions and to increase the coverage on psychiatric and dental bills. This is a demand which may involve considerable cost and in lieu of the financial condition of the Employer I do not recommend an improvement in the health plans.

LIFE INSURANCE

LSSA demands \$25,000 life insurance policy for every employee. This is a benefit which involves considerable cost. The comments on the proposals for changes in the health plan are appropriate here.

FLEXIBLE SCHEDULES FOR NON-PROFESSIONALS

LSSA asks that each non-professional with a desire to attend school in a related course be reimbursed his tuition fee and that such non-professional attending such a course or courses be entitled up to four hours leave a week with pay. CALS is willing to provide a flexible schedule in its discretion for those employees who wish to attend job-related courses but is opposed to reimbursing tuition fees or to granting any paid time off. In view of the tight financial problem this demand, except for the flexible scheduling, will be denied.

PROVISIONAL EMPLOYMENT STATUS

CALS proposes that attorneys and other professional employees be hired on a provisional basis for six months from their date of employment or three months after being admitted to the New York Bar, if they had not been admitted at the time of employment, whichever is greater. It asks that all other employees be employed on a provisional basis for four months from the date of employment. CALS contends that it is difficult to assess the abilities of a lawyer in less than six months and that it needs at least three

months after the attorney is admitted to the Bar to judge his value. It points out that until, the attorney has been admitted to the Bar his ability to try cases is unknown.

This is a reasonable demand and should be granted, especially in view of the fact that City employees are on probation for six months.

CALS did not present any basis for increasing the probationary period of non-professional employees to four months and this request should be denied.

The following are my recommendations. They have been adapted from the proposals made by CALS and are modified as I indicated above.

RECOMMENDATIONS

Annual Leave

1. An employee begins to accrue annual leave on the first day of his employment, but employees shall not be entitled to use annual leave until they have completed their provisional period of employment.
 - (a) During the first year of - employment an employee is entitled to twenty (20) working days of annual leave, to be accumulated at the rate of one and two-thirds ($1 \frac{2}{3}$) days per month.
 - (b) During the second, year of employment and thereafter an employee is entitled to twenty five (25) working days of annual leave, to be, accumulated at the rate of two and one twelfth: ($2 \frac{1}{12}$) days per month.
2. Annual leave is to be scheduled subject to the approval of the project director or attorney in charge of the office in which the employee is employed.
3. If the employee so requests, at least fifteen (15) working days of vacation leave may be consecutive.
4. In the event of a conflict in the vacation preferences of two employees, seniority shall govern.
5. Annual leave shall not be cumulative beyond thirty (30) days.
6. If an official holiday falls while an employee is on annual leave, that day will not be deducted his accrued annual leave.

7. If an employee is employed for three months or less, no payment for accrued annual leave will be made upon termination.

8. Employees will receive reports of the amount of accrued annual leave as of September 30 of each year.

Compensatory Time

1. Employees who are eligible for compensatory time may receive compensatory time off at the rate of one hour of overtime worked between thirty-five and forty hours, and one half (1 1/2) hours off for one hour of overtime worked beyond forty (40) hours.

2. Accumulated compensatory time off may not exceed thirty-five hours, and may be limited to less at the discretion of the employee's project director or attorney in charge. Any accumulation in excess of that amount will be forfeited.

3. No compensatory time off may be taken without the prior approval of the employee's project director or attorney in charge, which shall be given at least twenty-four (24) hours in advance.

4. No employee may be paid for accumulated compensatory time.

5. Upon termination, an employee will forfeit all accrued compensatory time.

6. Lunch hours may not be shortened in order to shorten the working day or earn compensatory time.

Annual Sick Leave

1. Annual Sick Leave shall only be taken for the employee's illness.

2. An employee commences to accrue sick leave at the time of his employment.

3. An employee is entitled to eighteen (18) sick days annually, which shall accrue on a monthly basis.

4. An employee shall phone each day he is absent due to illness, unless a definite duration has been established with the project director or attorney in charge.

5. The General Counsel of CALS, the project director or attorney in charge may request documentation of an illness.

6. Employees will receive reports of the amount of accrued sick leave as of September 30 of each year.

7. Sick leave is cumulative.

8. Upon separation, an employee shall forfeit all accrued sick leave,

Holidays

1. All employees may observe the following holidays with pay:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and the Friday
 immediately following
Christmas Day

2. If an employee takes a day of sick leave on the day preceding or the day following a holiday, the employee shall not be paid for the holiday unless the illness is documented.

Leave of Absence

1. An employee may request a leave of absence without pay. Requests for such leave must specify its purpose, time and duration, and must be authorized by the employee's project director or attorney in charge prior to its commencement.

Death in the Immediate Family

An employee who suffers a death in his immediate family* is entitled to five days off with pay.

Election Day Leave

An employee will be given up to two hours off to vote during a primary or general election.

Jury Duty Leave

1. An employee who is required to perform jury duty shall receive full pay.

2. During this time, the employee shall continue to accrue annual leave and sick days.

3. Any compensation received by the employee as a result of jury duty (excluding transportation and meals) during this period shall be surrendered to the project director or attorney in charge.

Annual Personal Leave Days

1. Employees shall receive three (3) annual personal leave days off with pay for religious or other personal reasons.

*Father, mother, husband, wife, sister, brother, son, daughter, father-in-law, mother-in-law, son-in-law, grandparents grandchildren.

2. If annual personal leave days are not used they may be added to an employee's vacation period.

3. If more than three (3) personal leave days are taken, any excess days will be deducted from annual .

RESIGNATION

1. A letter of resignation will be required for professional and clerical employees of both CALS and the delegate corporations.

2. Professional employees shall give four (4) weeks notice of termination of their employment.

3. Clerical employees shall give two (2) weeks notice of termination of their employment.

PROVISIONAL EMPLOYMENT STATUS

1. All employees in the CALS program shall be hired on a provisional basis.
2. The provisional period for attorneys and other professional employees will be six months from the date of employment, or three months after their admittance to the New York State Bar, if they have not been admitted at the time of employment, whichever is greater.
3. All other employees will be employed on a provisional; basis for three months from the date of employment.
4. Any period during which an employee is suspended will be added to the provisional period.
5. All personnel policies shall apply to the provisional or temporary employee , except the hearing and review procedures regarding termination or suspension of employment.
6. If an employee is terminated during the provisional period, he shall be given no less than two weeks notice unless because of gross misconduct the decision is made to terminate his or her employment in a shorter period of time, in which case the employee shall only be paid for the days until his termination.

Respectfully submitted,

Benjamin H. Wolf
Impasse Panelist

November 13, 1974