
COLLECTIVE BARGAINING AGREEMENT

2019-2023

APPALACHIAN LEGAL SERVICES STAFF EMPLOYEE UNION
LEGAL AID OF WEST VIRGINIA, INC.

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Introduction:

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE LEGAL AID OF WEST VIRGINIA (hereinafter referred to as the Employer) AND THE APPALACHIAN LEGAL SERVICES STAFF EMPLOYEES UNION (hereinafter referred to as the Union). The Employer promises that its operations covered by this Agreement shall not be conveyed, transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligations regarding employees in existing and new positions which are covered by this contract. This Agreement shall be effective on January 1, 2019; and shall continue, if not superseded, through December 31, 2023.

Definitions:

Alternative Coverage – Insurance coverage not provided by Legal Aid of West Virginia or the ACA Marketplace.

Compensatory Time - Paid time off which is earned by a non-exempt employee instead of immediate cash payment for working over 37.5 hours but less than 40 hours per week.

Discretionary Time – Paid time off which is earned by an exempt employee instead of immediate cash payment for working over 37.5 hours.

Exempt Employee - An employee who under the Fair Labor Standards Act (FLSA), Part 541, is not entitled to the minimum wage or overtime pay protection

of the FLSA. LAWV exempt employees include attorneys and management exclusive of the management secretary/paralegal.

Full-time Employee - For LAWV purposes- Employees who are regularly scheduled to work 37.5 hours per week. **For PEIA purposes and to be eligible for benefits-** Employees who are regularly scheduled to work 20 hours per week.

Grant Funding Source - Grant designated in the employee's notification of position award memo or hire letter, whichever contains the later date.

Non-exempt Employee - An employee who under the Fair Labor Standards Act (FLSA), Part 541, is entitled to the minimum wage or overtime pay protection of the FLSA. LAWV non-exempt employees include clerks, secretaries, legal assistants, paralegals, ombudsmen, and advocates.

Overtime - All work hours recorded by non-exempt employees in excess of 40 hours per week, including time on weekends for which an employee is compensated at one and one-half her/his hourly rate.

1.0 UNION RECOGNITION

1.1 Covered Employees

The Employer recognizes the Union as the sole bargaining representative of all non-management employees, full and part-time, in positions which are located in eleven (11) counties (Boone, Clay, Putnam, Lincoln, Logan, Fayette, Raleigh,

Mercer, McDowell, Mingo, and Wyoming), the Behavioral Health Advocate Project and the Long-term Care Ombudsman Program. These positions shall remain under the definition of this section, irrespective of any change in their principal locations. The Employer recognizes Union employee positions in the Charleston office are 6.65 attorneys (including ATLAS attorneys); 4 paralegals (including ATLAS paralegals) and 6 secretary/legal assistants (including ATLAS secretary/legal assistant). After this staffing level is reached, this agreement shall apply to the first three (3) additional non-management Charleston attorney positions, at which point this agreement shall cover all odd number additional non-management Charleston positions (1st, 3rd, 5th,...). An employee's position will be designated in his/her Notification of Position Award Memo or hire letter, whichever contains the later date. Individual contracts between the Employer and union employees are prohibited. The term union employee (herein after called "the employee") shall mean only persons described in this paragraph. Pursuant to the provisions of W.Va. Code section 21-5G-3, each employee has an option to join or not to join the union, and membership in the union shall not be made a condition of employment for an employee in a Union employee position.

1.2 Non-Union Employees

The term union employee shall not include the Management and Administrative Unit staff and all staff not identified in Section 1.1 above. The

Advocacy Support Counsel position and the former West Virginia Legal Service Plan position located in the Charleston office (1.56 attorneys, 3 secretaries, 1 data specialist) are not covered by this agreement.

1.3 Temporary and Other Limited time-Employees:

Temporary Employees: Temporary employees filling a position classified in paragraph 1.1 shall be included in the collective bargaining agreement.

Temporary employees may not grieve their termination.

Temporary employee benefits are limited to those contained in Section 6.2 (Overtime), Sections 9.15 & 9.16 (Travel and Parking) and other benefits required by law. An employee hired as temporary is hired for a defined period of time and shall be notified as to their status in a hire letter.

Fellows: A Fellow shall be included in the Collective Bargaining Agreement as a defined term employee and shall receive the benefits contained in this Agreement except those limited in Section 4.7 and noted this paragraph. A Fellow shall accumulate annual and sick leave and holiday time at the levels contained in the Collective Bargaining Agreement during the term of his/her fellowship but no leave time shall be vested for payment at the end of the fellowship regardless of standing.

Employer shall not eliminate a permanent position and fill it with a temporary employee or law student without prior consent from the Union.

The following employees shall not be covered by this agreement: Contract workers, intern/extern working for school credit (a maximum of 15 consecutive weeks per year), and summer students.

1.4 Probationary Period.

All Employees shall be considered probationary employees during the first seven (7) months of employment. The Probationary will end with the completion of a probationary review and notification of employment status which will be completed by the last day of the seventh month. This provision may be waived by the Executive Director. A request to extend the probationary period may be made by the employee or employer for an additional five (5) months.

1.4.1 All Probationary Employees

1. Probationary employees are not eligible for salary loans (Section 9.13), sabbatical leave (Section 8.11), leave of absences (Section 8.12), benefits under Section 9.7 (Benefits-Long-term Disability) or benefits under Sections 13.1 (Bidding).
2. Probationary employees are eligible for sick bank draws of a maximum of 75 hours (prorated for employees working less than 37.5 hours per week), and parenthood leave. After 90 days of employment, probationary employees are eligible for a maximum of 75 hours of short-term disability.

3. During probation, 403 (b) contributions shall not be made for a probationary employee. After probation, 403(b) contributions shall be paid retroactive to the first day of employment. If an employee is terminated/resigns during probation, no contribution shall be made.
4. Probationary employees may not grieve termination which occurs during the probationary period or probation extension, but are otherwise included in and covered by this collective bargaining agreement with the exclusions stated above.
5. Probationary employees who are terminated prior to the end of their probation are not considered to have previously held the job classification.

1.4.2 Probationary Attorney:

In addition to the above requirements, the probationary period for Attorneys, not admitted to the WV State bar at the time of employment, including Rule 9 Applicants, will be in effect until the attorney is admitted to the WV State Bar. The probationary period after the successful completion of the bar exam and admittance to the practice of law will be seven (7) months and conclude with the process outlined above. After 7 months of employment, if the probationary period is extended through a request to extend the probationary period made by the

employee or employer for an additional five (5) months, the employee shall be eligible for short-term disability under the terms set forth in Section 8.5.

1.4.3 Employees moving across job class:

An employee who has been employed for less than two (2) years who applies and is hired across job class in accordance with Section 13.2 shall be considered a probationary employee during the first four (4) months. Probation will end with the completion of a probationary review and notification of employment status which will be completed by the last day of the fourth month. This provision may be waived by the Executive Director. A request to extend the probationary period may be made by the employee or employer for an additional three (3) months. During the probationary period Employees moving across job class shall retain at least the same level of benefits as entitled to them in their previous job class.

An employee who has been employed for more than two (2) years who applies and is hired across job class in accordance with Section 13.2 shall not be considered a probationary employee.

2.0 UNION SECURITY AND CHECKOFF

2.1 Union Membership and Activity

All employees in the bargaining unit who were members of the Union on the effective date hereof shall, pursuant to the provisions of W.Va. Code section 21-5G-3, have the choice as to whether or not they will remain members of the Union

during the life of this Agreement. All employees who have current and properly executed Union Membership Election and Checkoff Authorization and Assignment cards on file with the Employer shall continue to have their Union dues deducted by the Employer so long as they choose to do so. Any employee who is not a member of the Union, either as of the effective date of this Agreement or for future employees, on their date of hire, shall be given the opportunity to join the Union by presentation of a Union Membership Election and Checkoff Authorization and Assignment Card. Each employee will be provided with a Union Membership Election and Checkoff Authorization and Assignment card (provided by Union) and a notice under state law that their continued employment is not conditioned upon joining the union (provided by LAWV). No employee shall be discriminated against for engaging in lawful Union activities.

2.2 Maintenance of Check Off:

Upon receipt of a properly executed written Union Membership Election and Checkoff Authorization and Assignment card with a maintenance of check off provision, the Employer agrees to deduct from those employees who have signed such a card the established dues, initiation fees, agency fees, and/or other Union contributions and to remit such deductions bi-weekly to the Union. The Employer shall submit to the Union bi-weekly the total check-off amount along with a list

showing names and amounts deducted from employees who have agreed to voluntarily pay union dues.

2.2.1 Orientation

The Employer will notify the Union President and Union Vice-President of the date of newly hired Union employee's orientation at such time as notice is provided to the new employee. Union leadership may schedule a meeting with the new employee during lunch or after the end of the LAWV orientation.

2.3 Liability

The Union agrees that there shall be no liability on the part of the Employer for the collecting of any unpaid dues which may be owing to the Union from an employee who, because of absence from work or termination of employment, has no wages payable to him at the regular time for dues collection but for whom there is still a properly executed Union Membership Election and Checkoff Authorization and Assignment card on file with the Employer. The Union agrees to indemnify and hold harmless the Employer from and against any and all claims, demands, suits or actions of any kind, nature or description arising out of the deduction, payment, or withholding contemplated in this Section, including but not limited to any judgment, settlement, court costs and/or attorney fees incurred by the Employer except the Union shall not have to indemnify the Employer in cases involving malicious and intentional acts on the part of the Employer.

3.0 MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving eligible clients with quality, efficient and economical legal services. The Employer and the Union further agree that except as otherwise provided, the provisions of this Agreement shall be expressly limited to wages, benefits, hours and working conditions of employees, and no provisions shall be construed to restrain the Employer from the management of its operations.

The Employer shall have all the rights afforded it by this Agreement and except as limited by a specific provision(s) of this Agreement, the Employer shall continue to have the exclusive right to take any action it deems appropriate in the management of the Employer and direction of the work force in accordance with its judgment. All inherent and common law management functions and prerogatives which the Employer has not modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer.

Included in such rights, but not limited thereto are the right to determine the size and composition of the work force, the right to determine standards of legal and advocacy services; the staffing pattern or patterns; the areas to be worked; the work to be performed, the method and place of performing work, including the right to determine that the Employer's work force shall not perform certain work. The Employer also retains all other rights and prerogatives, subject only to such regulations and restrictions governing, in exercise of these rights as are expressly

provided in this Agreement. Provided, however, that this provision shall not be construed to allow the Employer to require any employee to violate any provision of the West Virginia Rules of Professional Conduct, any regulations of the Legal Services Corporation or any other funding source.

The Employer also retains the right to promulgate, enforce and periodically modify reasonable written rules and regulations, not in conflict with the expressed provisions of this Agreement. The Employer by not exercising any function hereby reserved to it, or by exercising any such function in a particular way, shall not be deemed to have waived its right to exercise such function, or precluded from exercising the same, in some other way not in conflict with the express provisions of this Agreement.

4.0 SALARIES AND WAGES

4.1 Salary Ranges:

The salaries contained in these range amounts shall be adjusted to reflect the non-contributory health insurance premium (exclusive of contributions set forth in Section 9.2) which is tied to the last black hole year for salaries. The adjustments shall be as follows: (See attached Chart A-FOR REFERENCE PURPOSES ONLY)

- Grade 1- \$500 for the job class of Legal Secretary;
- Grade 2 and 3- \$600 for the job class of Legal Assistant, FAST *Family Support Specialist* and Atlas Paralegal 1;

- Grade 4 and 5- \$700 for the job class of Paralegal 1, ATLAS Paralegal 2, FAST Family Support Specialist 2, Paralegal 2, Behavioral Health Advocate, Ombudsman, and FAST Family Advocate;
- Grade 6- \$700 for the job class of Behavioral Health Advocate 2, Ombudsman 2, and FAST Family Advocate;
- Grade 7- \$1000 - for the job class of Attorney 1;
- Grade 8- \$1250 for the job class of Attorney 2.

The salaries contained in the range below are full-time salaries and shall be pro-rated for employees who work less than 37.5 hours per week.

Job Class	Grade	Salary ranges		
		Minimum	Midpoint	Maximum
Legal Secretary	1	\$19,814	\$24,768	\$34,459
Legal Assistant	2	\$22,398	\$27,999	\$38,768
Legal Assistant 2	3	\$22,398	\$27,999	\$38,768
FAST Family SS	3	\$25,844	\$32,306	\$42,888
ATLAS Paralegal	3	\$25,844	\$32,306	\$42,888
ATLAS Paralegal 2	4	N/A	\$34,469	\$49,536
FAST Family SS 2	4	N/A	\$34,469	\$49,536
Paralegal	4	\$27,999	\$34,469	\$49,536
Paralegal 2	5	N/A	\$37,690	\$55,997

Behavioral Advocate	5	\$30,152	\$37,690	\$55,997
FAST Family Advocate	5	\$30,152	\$37,690	\$55,997
Ombudsman	5	\$30,152	\$37,690	\$55,997
Behavioral Advocate 2	6	N/A	\$39,975	\$59,540
FAST Family Advocate 2	6	N/A	\$39,975	\$59,540
Ombudsman 2	6	N/A	\$39,975	\$59,540
Attorney	7	\$42,230	\$50,505	\$85,072
Attorney 2	8	N/A	\$58,150	\$96,918

Range definitions:

- A. Minimum-- the starting salary of an employee with no experience.
- B. Maximum is defined as the highest salary an employee can earn doing their specific job.

Hiring Range Amounts: Hiring range amounts in this Section have been adjusted to reflect the non-contributory health insurance premium, (exclusive of contributions set forth in Section 9.2) which is tied to the last black hole year for salaries (See Chart B- FOR REFERENCE PURPOSES ONLY.)

The range reductions being:

- Grade 1-\$500 for the job class of Legal Secretary,
- Grade 2 and 3-\$600 for the job class of Legal Assistant, FAST Family Advocate, and ATLAS Paralegal 1,

- Grade 4 and 5-\$700 for the job class of Paralegal 1, ATLAS Paralegal 2, Paralegal 2, Behavioral Health Advocate, Ombudsman, and FAST Parent/Youth Coordinator,
- Grade 6-\$1000 for the job class of Attorney 1,
- Grade 7- \$1250 for the job class of Attorney 2.

The salaries contained in the range below are full-time salaries and shall be pro-rated for employees who work less than 37.5 hours per week.

Grade 1	
Hiring Guidelines	Range
0-1 year experience	\$19,814-\$20,460
1-2 years experience	\$20,461-\$27,537
2-3 years experience	\$21,538-\$23,153
3+ years experience	\$23,154-\$24,768
Grade 1 to be calculated at date of hire:	
General secretarial experience	½ per year of actual experience
Legal secretarial experience	1 per year of actual experience
Legal Services secretarial experience	1 per year of actual experience
Vocational/Technical/Jr College	0-1/2 per year of actual experience
College	½-1 per year of actual experience

Grade 2	
Hiring Guidelines	Range
0-1 year experience	\$22,398-\$22,615
1-2 years experience	\$22,616-\$23,691
2-3 years experience	\$22,692-\$24,768
3+ years experience	\$24,769-\$26,384
Grade 2 to be calculated at date of hire:	
Clerical/ secretarial	¼ per year of actual experience
Legal secretarial	½ per year of actual experience
Legal Secretarial-Legal Services	¾ per year of actual experience
Vocational/Technical/Jr College	0-1/2 per year of actual experience
College	½-1 per year of actual experience
Legal Assistant-private	¾ per year of actual experience

Legal Assistant-Legal Services	1 per year of actual experience
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Grade 3	
Hiring Guidelines	Range
0-1 year experience	\$25,844-\$26,922
1-2 years experience	\$26,923-\$27,999
2-3 years experience	\$28,000-\$29,075
3+ years experience	\$29,076-\$29,941
Grade 3 ATLAS Paralegal to be calculated at date of hire:	
General Office/Secretarial	¼ per year of actual experience
Legal Secretarial/Assistant	½ per year of actual experience
Legal Secretarial/Assistant-Legal Services	¾ per year of actual experience
Vocational/Technical/Jr. College	0-1/2 per year of actual experience
College	½-1 per year of actual experience
Paralegal experience-private	¾ per year of actual experience
Paralegal experience-Legal Services	1 per year of actual experience
Grade 3 FAST Family Support Specialist to be calculated at date of hire:	
Direct experience	1 per year of actual experience
Other relevant work	½ per year of actual experience
Vocational/Technical/Jr College	0-1/2 per year of actual experience
College	½-1 per year of actual experience

Grade 4	
Hiring Guidelines	Range
0-1 year experience	\$27,999-\$28,375
1-2 years experience	\$28,376-\$30,691
2-3 years experience	\$30,692-\$32,306
3+ years experience	\$32,307-\$33,921
Grade 4-Paralegals 1 to be calculated at date of hire:	
General Office/Secretarial	¼ per year of actual experience
Legal Secretarial/Assistant	½ per year of actual experience
Legal Secretarial/Assistant-Legal Services	¾ per year of actual experience
Vocational/Technical/Jr. College	0-1/2 per year of actual experience
College	½-1 per year of actual experience

Grade 5	
Hiring Guidelines	Range
0-1 year experience	\$30,152-\$31,229
1-2 years experience	\$31,230-\$32,844

2-3 years experience	\$32,845-\$34,460
3+ years experience	\$34,461-\$36,075
Grade 5-FAST Regional Family Advocate, Ombudsman to be calculated at date of hire*:	
Direct experience	1 per year of actual experience
Relevant work-Legal Services	1 per year of actual experience
Other relevant work	½ per year of actual experience
College	½-1 per year of actual experience
Relevant Graduate Degree	1 per year of actual experience

*Advocates must have a four-year degree or equivalent experience.

*Ombudsman must meet the qualifications and the requirements of West Virginia Code § 16-5L-7.

Grade 6: - Level 2 positions only. No hiring range.

Grade 7	
Hiring Guidelines	Range
0-1 year experience	\$42,230-\$43,573
1-2 years experience	\$43,574-\$44,880
2-3 years experience	\$44,881-\$46,228
3-4 years experience	\$46,229-\$47,614
4+ years experience	\$47,615-\$49,034
Grade 7 to be calculated at date of hire:	
Attorney Experience	½ -1 per year of actual experience
Attorney Experience-Legal Services	1 per year of actual experience
Post Bachelor's Experience-Legal Services	¼- ¾ per year of actual experience
Post Bachelor's Experience	0-¾ per year of actual experience
Pre-Bachelor's Experience-Legal Services	0-¾ per year of actual experience
Pre-Bachelor's Experience-Private (max 5 years)	0- ½ per year of actual experience

4.3 Salary Increases and Reclassification:

4.3.1 Salary Increases:

At the signing of this contract all employees whose salary fall below the minimum of the range in their job class will receive a salary adjustment up to the minimum salary of the range level retroactive to July 2018.

A union employee's salary will increase based upon the negotiated salary increases during the term of this contract.

Range Maximum application upon awarded salary increase:

1. An employee whose salary exceeds his/her job grade maximum at the time of an awarded salary increase shall receive the increase as a salary supplement paid in four equal quarterly payments with the first quarterly payment being the date of the awarded salary increase. The following three quarterly payments will be made with the first pay period of each quarter. A quarterly payment will be pro-rated based upon an employee's resignation date. The employee's base salary shall remain unchanged.
2. An employee whose awarded salary increase results in his/her salary exceeding her/his job grade maximum shall receive a base salary increase up to the job grade maximum plus a salary supplement paid in four equal quarterly payments equal to the awarded salary increase amount which exceeds the job grade maximum with the first quarterly payment being the date of the awarded salary increase. The following three quarterly payments will be made with the first pay period of each quarter. A quarterly payment will be pro-rated based upon an employee's resignation date.

3. An employee in grades 1, 2, and 5 and the job class of FAST Family Advocate at the date of the signing of this agreement shall not be affected by the range maximum until such time Level 2 positions for job classes in the grades have been opened.

4.3.2 Salary Increases In Years When Funding Is Not Available:

In years when salary increases are not given to employees due to economic hardship in grant funding, employees will be given credit for their years of experience.

4.3.3 Reopening of Section 4.0:

The purpose of this section is to outline the reopening of Section 4.0 and the following areas: Wage Negotiations; Range Levels; and New Hires.

4.3.3(a) Wages:

This Section specifies the wages to be placed into effect as of July 1 of each year for the term of the Contract. Wage shall be determined by the annual reopening only Section 4.0 for negotiations. The remainder of this contract shall continue in full force and effect until December 31, 2023.

4.3.3(b) Negotiations:

Negotiations shall commence by April 15th of each year and be completed not later than the end of June. Any wage adjustments shall be payable beginning July

1st of said year, or other dates as negotiated by the parties. Failure to reach agreement on the wages scales by the end of June, of each year will trigger implementation of the grievance procedure found in Section 12.0 of this agreement for resolution. However, this arbitration shall be “last offer arbitration” in that the arbitrator shall determine which of the last offers made by the respective parties is the more reasonable and to be binding upon the parties. The parties agree that side agreements may be entered into due to budget constraints.

4.3.3(c) Range Levels:

Range levels contained in the agreement shall be negotiated during the 2021 reopening of Section 4.0 and when/if the LAWV Board of Directors authorizes a range adjustment.

4.3.3(d) New Hires:

It is further agreed that during the term of this contract, new employees hired before March 1st of the given year, shall receive their first increase at the same time all current employees receive an increase, while those employed after March 1st of the given year, shall receive their first increase upon the second negotiated increase after their date of hire.

New Hires may not be hired directly into the Level 2 positions. After they have completed one year of service at Legal Aid of West Virginia they have the right to

request to be reclassified from a Level 1 position to a Level 2 position. Upon this request, a review shall be performed.

4.3.4 General Provision for Range Reclassification:

No employee shall be assessed lower than their current salary based upon the reclassification within the ranges.

4.3.5 Level 2 Reclassification

Level 2 Application opening: Opening of the reclassification process shall be announce to LAWV staff via email by the Executive Director. Annually, LAWV and Union Leadership shall conduct a meeting to discuss the availability of funding for Level 2 positions. The meeting shall take place in March.

Unless otherwise agreed by both parties, Level 2 Attorney positions shall be opened twice during this contract period (2020 and 2022). In addition, if the parties agree to this section and close via a side agreement prior to September 15, 2018, Level 2 Attorney positions shall be opened in 2018.

Unless otherwise agreed by both parties, Legal 2 ATLAS Paralegal, Legal Assistant and Paralegal positions shall be opened twice during the contract period (2019 and 2021).

If both parties agree, at least two (2) Level 2 Ombudsman, Behavioral Health Advocates and FAST Advocate/Regional Family Support Specialist positions may be awarded based upon eligibility and evaluation during the contract period (1 position in 2020 and 1 position in 2022). The Level 2 positions shall be considered

and awarded to the most senior qualified applicant.

1. Application:

An employee or a Supervisor with the employee's consent may initiate an application for reclassification to a Level 2 job classification. The reclassification request shall be made to the Legal Director. The reclassification process shall be completed within 90 days from the receipt of the application unless a time frame extension is requested by the Legal Director/Program Director.

2. Process

Application: Application may be initiated by an employee's supervisor or an employee.

By employee: request made to Legal Director copied to Supervisor for Legal Unit; request made to Program Director for BHA, FAST and Ombudsman Units.

By employee's supervisor: application must be approved by employee. Request then made to Legal Director for Legal Unit; request made to Program Directors for BHA, FAST and Ombudsman Units.

Step One:

Performed by Supervisor/Program Director: review of current caseload/workload using Reclassification Process form to verify employee is performing all of the requirement of Part A of the Reclassification Process. For Legal Unit, Documentation of review with recommendation provided to Legal Director.

Criteria met -proceed to next step
Criteria not met - proceed to Step Three

Step Two:

Performed by Supervisor/ Program Director and for Legal Unit Staff in conjunction with Legal Director or LSM if designated by the Legal

Director: review of current caseload/workload using Reclassification

Process form to document the performance of duties required to move to Level 2.

Duties being performed as required by process -recommend reclassification to Level 2. Proceed to next step.

Duties not being performed as required by process- proceed to Step Three

Step Three:

Reclassification Process worksheet, documentation of review along with determination sent to Union President for review and consultation.

Step Four:

Legal Unit- Performed by Legal Director: Documentation with recommendation provided to Executive Director for review and consideration. BHA, FAST and Ombudsman Unit-Performed by Executive Director.

Approved- Employee moved to Level 2-written notification to Employee (copied to Union President if Union Employee)

Denied- Explanation for decision and next steps required. Notify Supervisor and employee and Union President.*
Employee may reapply after 6 months.

Timeframe for the completion of the process:

Reclassification process shall be completed within 90 days from the receipt of the application by the Legal Director/Program Director. If the reclassification is approved, the effective date shall be retroactive to the date the application was received.

At any point in which more than five 5 applications are active during the application period, the Legal Director/Program Director may request an extension of the timeframe. A request for extension shall not be denied arbitrarily. An application is considered active until a final decision has been made.

* Appeal process available through Grievance Procedure.

4.3.7 Range placement-moving across grades:

1. Request for reclassification to/from Level 2 job class

A. Moving to a higher grade:

An employee who is reclassified into a new Level 2 job class within a higher grade shall receive a salary increase to the minimum of the new salary grade of that job class or a 6% salary increase of their current salary whichever is greater. No employee 's salary shall be lower than their current salary or higher than the maximum of the new salary range when moving to a new salary grade.

B. Moving to a lower grade:

An employee who requests and is approved to be reclassified from a Level 2 to a Level 1 job class shall receive a salary decrease of 6.0% of current salary or the minimum of the new lower salary grade, whichever is higher.

2. Applying for a job within higher/lower grade

A. Moving to a higher grade:

An employee who is hired into a new job within a higher grade shall receive a salary increase of 4% of their current salary per grade or the salary calculated, in accordance with Section 4.2.5, from resume submitted, whichever is greater. No employee's salary shall be lower than their current salary or higher than 120% of the new salary grade midpoint. If an employee's adjusted salary exceeds the 120% midpoint cap, he/she shall receive the increase capped at 120% or \$500.00, whichever is greater.

B. Moving to a lower grade:

An employee who is hired into a new job class within a lower salary grade shall receive a salary decrease equal to 4% per grade of the current salary or the salary calculated, in accordance with Section 4.2.5, from resume submitted, whichever results in the higher salary. If an employee applicant is returning to a previously held job within a lower grade, their salary shall be equal to their salary in the previously held lower grade, adjusted by any salary adjustments awarded since their move to the higher grade.

C. Moving within a grade:

The salary of an employee who is hired into a new job class within the same grade shall remain the same because it is considered a lateral move.

D. Per Section 13.3:

When an employee applies for a job and that application is accepted, either the Employer, with good cause, or the Employee may, at the end of 10 working days, decide to return the Employee to the job position the Employee previously performed. If an employee returns to his/her previous position within the 10 working days, she/he will not be considered as having performed the position vacated and will be returned to their original salary.

3. Bidding on a job:

A. Moving to a higher grade:

An employee who bids into a job class previously held within a higher grade shall receive a salary increase a salary increase of 4.5% of their current salary or to the minimum of the new salary grade of that job class, whichever is greater. No employee 's salary shall be lower than their current salary or higher than 115% of the new salary grade midpoint.

B. Moving to a lower grade:

An employee who bids into a job class previously held within a lower salary grade shall receive a salary decrease equal to 4.5% per grade of the current salary or the minimum of the new salary range grade, whichever results in the

higher salary.

C. Moving within a grade:

The salary of an employee who bids into a new job class previously held within the same grade will remain the same because it is considered a lateral move.

4. Opting on a job (Program Reduction):

A. Opting to a higher grade:

An employee who opts into a previously held job class within a higher grade shall receive a salary increase of 4.5% of their current salary or to the minimum of the new salary grade of that job class, whichever is greater. No employee's salary shall be lower than their current salary or higher than 115% of the new salary grade midpoint.

B. Opting to a lower grade:

If an employee opts into a previously held job class within a lower salary grade due to program reduction or office closure and there were no available positions (either vacant or optable) in their current job class the employee's salary will not be decreased for ten months. In that ten months if a job comes available within the previously held job class (higher salary grade) that the employee is eligible for, they must bid into that job. If the employee chooses not to bid into that job-their salary will be decreased to the minimum of the new salary range grade or a salary decrease equal to 4.5% of the current

salary, whichever results in the higher salary. At the end of the-ten-month period, even if no jobs within the previously held job class (higher salary grade) have become available, the employee's salary will be decreased to the minimum of the new salary range grade or a salary decrease equal to 4.5% of the current salary, whichever results in the higher salary.

C. Opting within a grade:

The salary of an employee who opts into a previously held job class within the same grade will remain the same because it is considered a lateral move.

D. Reclassification application in conjunction with lower class opt:

If an employee who is opting into a job in a lower salary grade (Section 4.3.7.4.B) applies for reclassification to a Level 2 position (higher job grade) during the opting process, a salary adjustment shall be suspended until which time the reclassification process is completed. This option will be placed on the opting form.

5. Moving to Union job class from Non-union job class

A Non-union employee who is hired into a Union job within the same grade shall receive a salary adjustment equal to the adjustment for non-payment of health insurance premiums contained in Section 4.1 (based on job class).

4.3.8 Exceptions to Range Placement

Exceptions to the above policies will be made for recruitment and promotion

of minority persons and persons with specific skills or experience or disability, but only with the express consent of the Union.

4.4 Salary adjustment for college degree

Employees who obtain college degrees shall be credited with an appropriate increase in pay. No increase in pay shall be given for certificate program completion.

These increases are for full-time employees. Proportional increases will be paid for employees who work less than 37.5 hours per week.

4.4.1 Undergraduate

Employees who receive an associate degree from an accredited institution which is relevant to the employee's occupational field will receive a \$800.00 increase in pay. Employees who receive a bachelor's degree will receive a \$1,200.00 increase in pay.

4.4.2 Graduate

Employees will receive an additional \$800.00 increase in pay for a job relevant graduate degree which is associated with the employee's occupational field, unless a two-year credit has previously been given for a graduate degree, either upon hire or during employment

4.5 Part-time (less than 20 hours) Employees who work less than 20 hours:

Compensation for permanent part-time employees working less than 20 hours per week, shall be calculated as follows: The employee shall be given the same experience level credit as if he/she were full-time. The base salary shall be calculated by pro-rating for part-time. Annual leave, sick leave and holiday time will be earned on a pro-rated basis. No other benefits will be available.

4.6 Law Graduate/Rule 9:

The term law graduate shall be applied to persons in staff attorney positions who are not yet admitted to the practice of law in West Virginia or any other state or territory. The salary scale for law graduates shall be \$2,000 per year less than full salary based upon attorney hiring guidelines. Law graduates are expected to sit for the West Virginia Bar Exam at the first available opportunity. Any law graduate filling a position reserved for a staff attorney may be removed upon failure to gain admission after the first available opportunity. A law graduate may be transferred to another LAWV office after being unsuccessful on the first attempt if arrangements cannot be made to take care of court matters in the first office.

The term Rule 9 Applicant shall be applied to persons in staff attorney positions who are not yet licensed to practice law in West Virginia but are eligible to apply to practice law in West Virginia under Rule 9. Rule 9 Applicants shall apply for permission to practice in West Virginia with reasonable diligence. Rule 9

Applicants who are awaiting permission to the West Virginia State Bar, shall be paid \$25.00 per month less than the attorney hiring guidelines. An Attorney practicing by permission under Rule 9, who cannot waive the exam requirement, shall take the West Virginia Bar Exam at the first available opportunity, unless otherwise agreed by the Union and Management.

A law graduate or Attorney practicing by permission under Rule 9 Applicant shall be entitled to up to a total of 150 hours of paid leave to study for the first attempt at the bar exam. Bar leave may be taken within the eight weeks prior to the exam and a bar leave plan noting dates and times will be coordinated with the Supervising Attorney. Current Union employees and employees hired prior to the adoption of this contract shall be exempt from these changes.

4.7 Defined Term Funding:

Recipients of defined term with no possibility of renewal (hereinafter “defined term”) funding shall be temporarily assigned to an office upon employment. If a vacancy occurs in another position in his/her classification, a recipient of defined term funding who has been employed in excess of 75% of the term of the funding may bid on the vacancy, if no other Union employee expresses a desire to occupy the vacancy prior to the expiration of the posting period. If two recipients of defined term funding bid on the same vacancy, the most senior will be hired to fill the vacancy. At the end of their defined term funding position, such

recipients of defined term funding may not bump employees on regular funding; but may transfer to a vacant position. At the end of the defined term funding, if other funding is available employee holding the position may continue in the position. In the event of a Program Reduction Procedure under Section 10.0 of this Contract, recipients of defined term funding may not be bumped by employees on regular funding. The defined term funding recipient's seniority shall not otherwise accumulate, except for salary purposes, so long as the employee occupies the defined term funding position. Upon assuming a regularly funded position, seniority shall be from original hire date as provided by Section 6.6.

When a new source of funding is secured by LAWV, the Union President and the Administrative Director shall discuss and agree on how it should be characterized, either as regular funding or defined term funding.

Defined term employees are not eligible for salary loans, leave of absences, or benefits under Section 9.7. Defined term employees are eligible for sick bank draws of a maximum of 75 hours (prorated for reduced-time) and maximum of 75 hours (prorated for reduced for reduced-time) of short-term disability.

When additional funding is secured and employees holding a defined term position continue in that position, the employee shall then be eligible for full sick bank draws and short-term disability in accordance with Sections 8.3

4.8 Team Leader:

Employees who apply and are hired as “Team Leaders” shall be paid \$500.00 per year in addition to their regular salary. The team leader shall be responsible for the smooth operation of the office and the prevention of disruption of client services. Such team leader shall not be considered a supervisor of any of the other employees covered by this agreement, and shall continue to be an eligible Union member. The additional duties of a team leader shall include but are not limited to the following:

4.8.1 Office Team leader:

Make office closure decisions, Coordinate office cleaning, maintenance, signs, landlord contacts, etc., Coordinate purchase of office supplies with Charleston Administrative staff, Coordinate local technology needs with Technology Specialist, Coordinate local database and reporting needs with Data Specialist, Ensure monthly staff meetings are scheduled and held.

4.8.2 Behavioral Health Advocate Team leader:

Coordinate office supply orders with Charleston Administrative staff, Coordinate respective technology and data base needs with Technology Specialist and Data Specialist, Plan staff meetings in coordination with Program Director, Assist Program Director in orienting new staff, Maintain regular contact with

advocates through face-to-face, telephone and/or e-mail to provide consultation regarding work.

5.0 STAFF MEETINGS

5.1 Frequency of Staff Meetings

The Employer shall devote one working day at least twice a year to a meeting for union staff. The Union and the Employer may mutually agree to have fewer than two staff meetings in a year.

5.2 Type of Meeting:

Meetings shall be held via video conference except for meetings held in coordination with LAWV statewide meetings.

5.3 Advance Notice:

The date, time and place of the meetings shall be announced by March 15 of each year. If a change is required, the Executive Director will notify staff of the change 10 days in advance of the new date.

5.4 Required Meetings:

Attendance at meetings for union staff involving major budgetary and policy/regulatory matters is required. The Employer shall notify staff of required meetings for union staff and send a meeting agenda to each office at least five working days before the meeting. Employees showing good cause who are unable

to attend required meetings for union staff may submit prior written comments and suggestions on the meeting agenda items in lieu of attendance. All such required meetings for union staff shall be scheduled on work days during work hours.

LAWV offices with Union staff shall be closed to permit attendance by all Union staff. Paid overtime will be paid to non-exempt staff in excess of 40 hours per week for attendance at required staff meetings which shall be recorded and computed in accordance with Section 6.2.

5.5 Union meeting in conjunction:

The Union may hold a meeting for union employees in conjunction with full staff meetings. Union meetings may be in the same location or via same method of attendance as the full staff meeting as long as the facility is available at no charge to LAWV. The Union meeting will occur after the full staff meeting and staff time used will not be counted as work hours.

5.6 Financial information at staff meetings:

If the staff meeting agenda includes a financial information, the Employer shall provide copies of the program financial information which will be discussed. For meetings held by video conference the Employer shall post the program financial information to the LAWV Program Admin Page (LAWV SharePoint) five (5) working days prior to the beginning of the LAWV staff meeting and shall notify

the employees that the financial information for the upcoming staff meeting has been posted via the LAWV listserv.

5.7 Financial Notification:

The Employer agrees to notify the Union via email to Union President and Vice-President when:

1. Making capital expenditures that are either:
 - a. greater than 25% of the total budgeted amount; or
 - b. In excess of 25% of the amount budgeted to a specific grant source.

6. An individual grant's revenue exceeds, is expected to exceed, or falls short of budgeted revenue by greater than 15% or \$175,000, whichever is less, of the budgeted amount.

5.8 LAWV Board Meetings

The Employer shall provide notice to staff of all Board meetings and Board committee meetings at such time as notice is provided to the LAWV Board and Board committee members. Management will provide the union president, and union vice-president with a copy of all non-confidential information and the board packet at the same time as the information is provided to board members. If a union representative is not present at a board meeting, the Union shall be provided with board meeting hand-outs within five (5) working days of the board meeting.

6.0 HOURS OF WORK – COMPENSATORY/DISCRETIONARY TIME – SENIORITY

6.1 Work Hours:

The regular work day shall be 7.5 hours, with one hour or a half an hour for lunch. Employees shall work a total of 37.5 or reduced time equivalent hours each week on a schedule to be approved by management between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday. Attorneys, advocates, ombudsmen, ATLAS paralegal hired after 09/07/2009, and paralegals shall work outside the normal work hours of the 8:00 a.m. to 5:30 p.m. as may be required by their jobs. A non-probationary employee may set a work schedule outside of regular work hours upon obtaining approval from their supervisor.

ATLAS paralegals hired as LAWV employees prior to 09/01/2009 shall not be required to work outside normal business hours of 8:00 to 5:30 p.m., however, as long as an ATLAS paralegal agrees to do so, they are permitted to work outside normal hours, and can work with their supervisors to flex the time. When working outside the normal business hours is required, ATLAS paralegal shall be asked to volunteer in order to cover this time. If there are no volunteers, then management may assign staff to work outside the normal business hours based on a seniority rotation, beginning with the staff with the least seniority and progressing in order to the staff with the most seniority.

Non-exempt employees and their Supervisors shall work to ensure their hours are within the time frames stated above and do not exceed 40 hours. In the event, the work schedule for a week of a non-exempt employee may exceed 40 hours, they shall work with their Supervisor to flex the hours over 40. Flex the hours means that the employee will take off time during the same week that would normally be scheduled work time.

6.2 Overtime:

6.2.1 Non-exempt Employees:

Non-exempt employees, may work up to 40 hours per week. Compensatory time will be given for time in excess of 37.5 hours, up to 40 hours per week with a maximum of 2.5 compensatory hours per week. Compensatory time shall be taken within the next ~~three~~ four pay periods. Compensatory time may not be earned on compensatory time used during the same 37.5-hour work week.

6.2.1 (a) Work time in excess of 40 hours for non-exempt employees:

A non-exempt employee shall not work in excess of 40 hours per week without prior approval from his/her supervisor or Administrative Director. Non-exempt employees shall be paid at the rate of one and one-half times the regular hourly rate for all hours worked in excess of 40 hours in a week, except that two times the regular rate shall be paid for work on holidays if the employee is notified in writing that he/she will be required to report to work.

Non-exempt employees may refuse overtime with good cause. There must be prior approval for paid overtime from the Supervisor/Program Director or Administrative Director which shall be in writing if possible. Oral approval (with follow-up in writing) shall be granted if written approval is not possible.

The Union may seek an opinion from the United States Department of Labor for approval to consider paralegals, advocates, ombudsmen, and the ombudsman volunteer coordinator as professionals, based on the particular job descriptions and work they do at Legal Aid of West Virginia, Inc. If such approval is obtained, paralegals, advocates, ombudsmen, and the ombudsman volunteer coordinator (or such categories as are approved) shall be considered professional staff and treated as those positions contained in Section 6.2.2 Work time in excess of 40 hours for Exempt Employees.

6.2.2 Exempt Employees:

Exempt employees may earn discretionary time at the rate of one hour for each hour worked in excess of 37.5 hours per week. Exempt employees' discretionary time shall be taken within the next four pay periods. Discretionary time may not be earned on discretionary time used during the same 37.5 hour

6.3 [RESERVED]

6.4 Office Open/Closure

It is the policy of Legal Aid of West Virginia for offices to be open for business on days other than holidays, weekends, or staff meetings. With prior approval of the supervising attorney or team leader, offices may be closed for business for good cause.

6.4.1 Office Closure for Weather and Other Emergencies:

Offices may be closed for weather and other emergencies at the discretion of the Supervising Attorney or Team Leader and under the below conditions.

6.4.1(a) Office Closure prior to 9:00 am:

The Supervising Attorney, Team Leader or Member of the LAWV Management Team may close or delay the opening of an office when a government entity has closed because of weather or road conditions. Excluding municipalities, government entities include, but are not limited to: the circuit court, family court, magistrate court, DHHR or SSA in the county where the office is located is closed. When a decision is made to close the office, staff not reporting to work shall not be required to use leave.

The Supervising Attorney or Team Leader will notify all employees no later than 9:00 a.m., by phone, text, or email that their local office has been closed.

Employees must include information about closings with time sheet submissions. Employees who work will earn compensation time for hours actually worked. If the office does not close and an employee does not work because of the inclement weather or road conditions, leave (annual, floating) or compensation/discretionary time must be taken. The Executive Director has the discretion to close an office or offices ~~for~~ because of inclement weather ~~or~~ emergency conditions or road conditions.

6.4.1(b) Office Closure after 9:00 am:

The Supervising Attorney may close an office because of inclement weather, emergency conditions, or road conditions at any time during a work day. The staff need not use any leave (annual, floating or compensatory) for the office closure time. Employees who work will earn compensation time for the hours actually worked. The Executive Director or her/his designee has the discretion to close an office or offices because of inclement weather, emergency conditions or road conditions.

6.4.1(c) Two Hour School Delay: If the School District of the county where an employee resides declares a two-hour school delay, the employee may use leave (annual, floating, or compensatory/discretionary) time for the absence.

6.5 (6.6) Seniority:

Seniority shall be accrued during continuous employment with the Employer or a predecessor entity. An employee's seniority date is his/her date of hire unless otherwise affected by lay-off or leave of absence. A laid-off employee who is recalled pursuant to § 10.C, shall be reinstated to his/her seniority date held when laid-off, adjusted by calendar days laid-off from the Employer. Laid-off employees do not accrue seniority. A laid-off employee who is rehired after the recall period of § 10.C, will have a seniority date as of date of rehire. An employee who is off due to illness or injury (including those covered by Workers' Compensation) shall continue to accrue seniority. An employee on extended medical leave of absence shall accrue seniority in accordance with Section 9.3. A defined term funding (see Section 4.7) recipient's seniority shall not otherwise accumulate, except for salary purposes, so long as the employee occupies the defined term funding position. Seniority shall accrue during a leave of absence (see Section 8.12) up to a maximum of forty-five days. Seniority shall accrue during an employee's probationary period. Employer shall not hire two union employees in the same job class on the same day. If the event occurs that two union employees have the potential same hire date, the employee with the earlier application date will be offered the earlier hire date. In the event that LAWV absorbs another entity, the earlier hire date will be assigned based upon seniority with the absorbed entity.

6.6 Legal Services Seniority:

In the event that a non-management employee of LAWV not covered by this Collective Bargaining Agreement takes a position within the bargaining unit, then that employee will receive full seniority as of the date of hire based upon uninterrupted service with legal services in the State of West Virginia.

In the event that an employee of LAWV covered by this Collective Bargaining Agreement takes a position outside the bargaining unit, then that employee will receive full seniority as of the date of hire based upon uninterrupted services with legal services in the State of West Virginia.

In the event that a management employee of LAWV takes a position within the bargaining unit, then that employee will receive full seniority as of the date of hire based upon uninterrupted services with legal services in the State of West Virginia reduced by the time he/she served on the Management Team with LAWV. The Management Team is all management personnel including the management secretary, but does not include supervising attorneys.

7.0 HOLIDAYS

7.1 Employees shall be entitled to a full day off with compensation for the following:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Day of Special Concern

Memorial Day
West Virginia Day
Independence Day
Labor Day
Ernie Bank's Birthday to be celebrated on Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

7.2 Weekend Holidays:

If any of the foregoing holidays falls on a Saturday or Sunday, it shall be celebrated on the same days as observed by the federal government.

7.3 Holiday Substitution and Chicago Cubs:

Persons whose religious beliefs require them to observe other holidays may substitute that day for one of the above and will notify their supervisor of the substitution. Employees may substitute another work day for one of the holidays noted above, with prior approval from the Employer. All employees shall receive a full holiday if the Chicago Cubs win the World Series to be observed on the first Friday of December.

8.0 LEAVE

8.1 Annual Leave:

Annual leave shall be earned at the rate of 11.25 hours per month for the first 24 months of employment, 13.50 hours per month for the 24th through 48th month, and 15 hours per month for the months subsequent to the 48th month. Annual leave may be earned up to a maximum of 240 hours (pro-rated for employees who work for less than 37.5 hours per week). Employees who work less than 37.5 hours per week earn annual leave on a pro-rated basis. An employee on short-term disability, extended medical leave of absence, or long-term disability shall not earn annual leave except that an employee who is on extended medical leave of absence and working less than 37.5 hours per week shall earn pro-rated annual leave.

Compensatory time may not be earned on annual leave time used during the same 37.5-hour work week. Only 37.5 hours of earned annual leave shall be vested for purposes of payment upon separation from employment.

The Employer shall provide sick and annual leave information earned to date to employees at least twice a year on dates to be agreed upon by the Union President and the Administrative Director.

8.1.1 Annual Leave Bidding:

On February 1st of each year, the Employer shall announce the opening of annual leave bidding and the employees may bid on their annual leave period at that

time. Seniority (as defined in Section 6.5) shall govern in any conflict arising in the annual leave preferences of two employees so long as the senior employee's preference is made known to the Employer on or before March 1st. After March 1st, annual leave shall be approved on a first come -- first served basis. The Employee shall include all approved annual leave on the LAWV calendar.

8.1.2 Notice of Leave Usage:

Employees must provide reasonable notice to their supervisor of their intention to take annual leave of 7.5 hours or less. Annual leave of over 7.5 hours must be requested five days in advance. The supervisor shall respond to the employee in a timely manner, not to exceed 10 days, or 3 days prior to the first day of the requested leave, whichever is earlier. Any leave request upon which no determination has been made by such deadline shall be deemed approved. In the case of an emergency situation, an employee shall notify his/her immediate supervisor of her/his need to take annual leave as soon as possible. The Supervising Attorney /Program Director, shall be responsible for ensuring that schedules are coordinated so as to avoid undue hardship on remaining employees. An employee who is absent in excess of five days without approved leave shall be subject to action under Section 11.0 of this Agreement.

8.1.3 Floating Holiday Leave

Employees shall also be entitled to a full day off with compensation

for the following floating holidays:

up to 24 months	3 floating holidays
24-48 months	4 floating holidays
48 months >	5 floating holidays

Employees who work 50% or more and have a set working schedule shall receive full credit for holidays which fall on a scheduled working day.

Employees who work 50% or more and have a fluctuating schedule shall receive prorated holidays. (Example: full-time holiday = 7.5 hours; 60% time = 4.5 hours).

Annual Floating holiday hours are available January 1 and expire December 31. An employee hired on or prior to June 30 shall receive all of their earned floating holidays that year. An employee hired after June 30 shall receive one-half of their earned floating holidays that year. Floating holiday hours do not accrue and are not vested. Compensatory/Discretionary time may not be earned on Floating Holiday time used during the same 37.5-hour work week.

8.1.4 Holiday during leave:

If a paid holiday falls while an employee is on annual leave, that day will not be deducted from the employee's earned annual leave.

8.1.5 Annual leave earned during illness/injury:

An employee who is off due to illness or injury (including those covered by Workers Compensation) shall continue to earn annual leave until eligible for short-term disability.

8.1.6 Vested Benefits

A total of 37.5 hours of annual leave is a vested benefit under this agreement. Employees in good standing, who have provided appropriate notice, will be paid for up to a maximum of 150 hours upon the termination of employment assuming the employee is actively working as of the date. At the time of a current employee's death, the deceased employee will be paid for up to a maximum of 200 hours in his/her final payroll check. Employees who are terminated shall be paid for wages owed through the date of termination upon the next scheduled payroll. Annual leave may otherwise be earned to a maximum total of 240 hours. The vested benefits discussed in this section applies to unused annual leave remaining at the time of separation from employment.

8.1.7 Annual leave earned upon recall:

A laid-off employee who is recalled pursuant to Section 10.C. shall earn annual leave at the same level as when he/she was separated from the Employer. Laid-off employees do not earn annual leave.

8.2 Sick Leave

Sick leave shall be earned at the rate of 13 hours per month. Sick leave may be earned up to a maximum of 765 hours. Employees who work less than 37.5 hours per week earn sick leave on a prorated basis. Compensatory time may not be earned on sick leave time used during the same 37.5-hour work week.

8.2.1 Sick Leave for Employee or Family Member:

Sick leave may be used by an employee for an illness, injury, or medical appointment for the employee or a family member. Family member for this section shall include spouse/companion /domestic partner/live-in mate, minor children (including step/foster-children), parents /step parents/in-laws and children with a disability (including step/foster-children).

8.2.2 Sick Leave for a Family Member with a Serious Health Condition:

Sick leave may also be used for the following family members who have a documented serious health condition: adult children (including step/foster children), grandparents, grandchildren and siblings. Documentation of the serious health condition will be required in advance of the use of the sick leave unless due to an emergency situation. In an emergency situation, documentation shall be provided as soon as possible. If documentation is not provided, other leave must be used for the absence.

8.2.3 Sick Leave for Medical Appointment:

Sick leave used for a medical appointment shall be limited to the time necessary for the appointment and travel time to and from the appointment. If sick leave is exhausted, the employee may request time from the sick bank. Sick leave can be taken when earned. Seniority will accrue during sick leave. An employee on Short-term disability, extended medical leave of absence, or Long-term disability shall not earn sick leave, except that an employee who is on extended medical leave of absence and working less than 37.5 hours per week shall earn pro-rated sick leave. No sick leave shall be vested for purposes of payment upon separation from employment. Employees with more than 750 hours of earned sick leave at the time of the execution of this collective bargaining agreement shall continue to retain their earned hours, except that they shall earn no additional sick leave hours until their hours fall below 750 hours.

8.2.4 Sick leave earned during illness/injury:

An employee who is off due to illness or injury (including those covered by Workers' Compensation) shall continue to earn sick leave until eligible for short-term disability.

8.2.5 Call-in Notification:

Any employee who cannot report to work shall notify their supervisor before her/his approved start time. In case of an emergency, an employee shall provide

contact information if different from contact information provided on the LAWV Emergency Contact Form and estimate the total time he or she will be absent. Notification may be in person, by email, voice mail or text message.

8.3 Sick Bank:

8.3.1 Sick Bank Donations:

Sick leave hours may be donated by an employee to the sick bank during his/her employment. The Employer shall notify the Union President and the Union Secretary by email upon receipt of a Union employee's resignation.

8.3.2 Use of both Employee and Family Sick Bank hours in 12-month period:

If an employee qualifies for use of both the Employee and Family Sick Banks in a 12-month period (sick bank year), no more than a total of 225 hours (pro-rated for less than 37.5 hours per week) may be drawn and no more than 120 hours (pro-rated for less than 37.5 hours per week) in a 12-month period (sick bank year) may be drawn from the Employee Sick Bank. This sick bank year for use of both sick banks will begin from the date the sick bank leave is first taken.

8.3.3 Leave for employee illness:

No more than five consecutive sick bank days may be used within a 12-month period, unless used after exhaustion of Short-term disability benefits.

With a doctor's statement indicating medical necessity, an employee on sick leave may draw a maximum of 120 hours during a 12-month period (sick bank year) from the sick bank (pro-rated for less than 37.5 hours per week). The sick bank year will begin from the date the sick bank leave is first taken. Prior to utilizing the sick bank, an employee must exhaust all of his/her sick leave, floating holiday hours and all but 37.5 hours of her/his annual leave. An employee must submit a doctor's statement in order to access leave from the sick bank. During probation and defined-term employment, an employee is not eligible to draw more than 75 hours from the sick bank. Once the probationary period and defined term employment has been completed, the employee is eligible for full benefits under this Section.

Sick leave will not be earned while drawing from the sick bank. Holiday hours, annual leave and seniority will accrue while drawing from the sick bank.

The Employer shall send notice to the Union President and Union Secretary of the total amount of available hours in the sick bank upon request.

8.3.4 Leave for Family Member illness:

After exhausting all of his/her sick, floating holiday hours, and annual leave an employee may draw up to 225 hours (pro-rated for less than 37.5 hours per week) during a 12-month period (sick bank year) from the sick bank to provide care for a family member with a serious health condition. The sick bank year will begin

from the date sick bank leave is first taken. A serious health condition being one which requires an overnight stay in a hospital or a condition which restricts daily activity for more than three consecutive days and requires an examination by a health care provider. An employee must submit a LAWV sick bank leave form and a doctor's statement in order to access leave from the sick bank. Sick leave will not be earned while drawing time from the sick bank. Holiday hours, annual leave, and seniority will be earned while drawing time from the Sick Bank. During probation, an employee is not eligible to draw more than 75 hours from the sick bank. Once the probationary period has been completed, the employee is eligible for full benefits under this Section.

8.4 Bereavement Leave:

Bereavement leave shall be allowed for an employee who suffers the death of a family member. Each employee shall be entitled to three days leave of absence with pay. Any additional time taken under such circumstances will be charged to sick or annual leave. Family member shall include spouse/companion /domestic partner/live-in mate, children (including step), parents (including step), parent of spouse/companion /domestic partner/live-in mate and in-laws, grandparents, grandchildren, sibling (including step), niece/nephew, aunt/uncle.

8.5 Short-term Disability:

LAWV provides for a non-defined term employee to be paid at 100% of his/her salary for occurrences of short-term disability up to a maximum of 465 hours (62 days) (pro-rated for less than 37.5 hours per week). Probationary employees are eligible for a maximum of 75 hours of Short-term Disability.

In order for an employee to be eligible to access short-term disability for a second time during his/her employment, he she must have worked 900 hours, excluding holidays, during the twelve months preceding the short-term disability leave request.

The days of short-term disability available shall be determined by subtracting an employee's earned sick leave and earned annual leave (in excess of 75 hours) from the maximum of 465 hours (pro-rated for less than 37.5 hours per week).

The time frame for the occurrences will be a 12-month period starting with the beginning of the employee's disability.

Prior to utilizing the Short-term Disability, the employee has to use all of his/her sick leave and floating holiday hours and all but 75 hours of her/his annual leave. LAWV requires verification of need for a medically necessary leave for a chronic health condition, injury or illness, from the employee's doctor on a periodic basis (no more than once every 20 working days). One of the following must apply: (1) overnight stay in the hospital, (2) a flare-up of a medically documented condition, or (3) a condition which restricts daily activity for more than three

consecutive days and requires an examination by a health care provider. If, after exhausting the Short-term disability days available, the employee remains disabled, the employee may use sick bank days pursuant to Section 8.4.1 and/or apply for long-term disability and be eligible for an extended unpaid medical leave of absence pursuant to Section 9.3 or unpaid leave of absence pursuant to Section 8.11. Benefits under short-term disability cease upon the approval of long-term disability benefits. It is the employee's responsibility to complete and provide the appropriate forms and documentation to the long-term disability provider within the time frames set forth in Section 9.3 of this Agreement. An employee is not eligible to collect Short-Term Disability while receiving SSD benefits. Holiday hours, sick leave and annual leave will not be earned during Short-term disability. Seniority will accrue during Short-term disability. If the grant funding source of the employee is terminated and the employee has exhausted all bidding rights, all benefits under this section shall cease. An employee's grant fund source will be designated in her/his Notification of Position Award Memo or hire letter, whichever contains the later date.

8.6 Jury Duty:

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury services. The employee's immediate supervisor must receive a copy of the jury summons before the leave is taken.

Employees are expected to report for work on work days during periods when they are excused from appearing for a day or more. The employee shall reimburse Legal Aid of West Virginia in the amount of compensation received from the court, exclusive of mileage reimbursement unless annual leave is taken.

8.7 Civil Duty:

Employees required to appear before a court on any matter not related to their work or in which they are not personally involved as a plaintiff or defendant, shall be granted a leave of absence with pay, and the employee shall reimburse Legal Aid of West Virginia in the amount of compensation received from the court, exclusive of mileage reimbursement unless annual leave is taken.

8.8 Military Leave:

Members of the Reserve Corps, including Marine Corps, Army, Air Force, Medical, Naval Reserve and National Guard Forces shall be entitled to a leave of absence from their respective positions with pay less the reimbursement for the military pay earned while deployed (below that which would have been paid by LAWV), when they are ordered to duty or on field exercises or for instruction/training. The compensation of pay differential will be limited to six months.

8.9 Professional Conferences:

Employees may, with prior recommendation of their immediate supervisors and prior written approval of the Employer, attend professional conferences and training institutes without loss of pay.

8.10 Parenthood Leave:

Upon the birth or anticipated adoption of a child, an employee may take up to twelve weeks of paid/unpaid parenthood leave. An employee shall receive the equivalent of four weeks paid parenthood leave at the employee's normal rate of pay. Any available annual leave and forty working days of sick leave may also be used at this time. If medically necessary, all earned sick leave, annual leave and parenthood leave may be used either pre-birth or post-birth. Parenthood leave may be used only within six (6) months of the birth or arrival of a child. During parenthood leave, the employee will remain covered by employee benefits. No employee shall be required to leave work because of pregnancy. If an employee quits or if the grant funding source is terminated and the employee has exhausted all bidding rights, all benefits under this section shall cease.

8.11 Sabbatical Leave:

An employee with five (5) years or more of uninterrupted employment may request a sabbatical leave for research, work-oriented travel, or education. Sabbatical leave cannot exceed (6) months. During the sabbatical leave, the

employee will not receive salary or other program benefits. Seniority will not accrue during this time, however, benefits earned prior to this leave will remain intact.

8.12 Leave of Absence:

An employee may request an unpaid leave of absence from his/her Supervising Attorney/Program Director within the terms noted below.

A. Non-medical Leave of Absence: The request shall include a proposed plan for coverage of his/her workload. A request shall not be denied arbitrarily but factors such as the ability to cover the employee's workload will be taken into consideration when making the determination whether to grant or deny the request. When an employee requests an unpaid leave of absence, the Employer and employee will notify the Union Steward of the denial at the same time the employee is notified of the denial. The time frame for this leave shall be limited to a period of thirty working days, excluding holidays every 24 months. Seniority (as defined in ¶ 6.6) shall accrue up to a maximum of forty-five calendar days.

B. Medically Necessary Leave of Absence: Medical leave of absence may be request in the event of a chronic health condition, injury or illness. One of the following must apply: (1) overnight stay in a hospital, (2) a flare-up of a medically documented condition, or (3) a condition which restricts a daily activity for more than three consecutive days and requires an examination by a health care provider.

A medically necessary leave of absence requires an examination by a health care provider. For medically necessary leave, all available sick leave and all but 37.5 hours of annual leave, short-term disability and sick bank hours must be exhausted. An employee must submit documentation from a doctor for this medical occurrence if one has not previously been submitted by the employee with the last 60 days. If an employee is unable to provide a doctor's certification by the first day of the requested medical leave of absence, the Administrative Director must be notified and a 10-working day grace period for the submission will be granted. Such leaves shall be limited to a period of thirty working days, excluding holidays. The Employer may grant extensions of such leave of absence up to a maximum of two (2) additional thirty working day periods. Seniority (as defined in ¶ 6.6) shall accrue up to a maximum of forty-five calendar days.

8.13 Leave for Union Purposes:

Officers and other members designated by the union president shall be given leave with pay to conduct Union-related business, which shall include, but is not limited to, the processing of grievances, negotiations, and local, state, and national conferences. Compensatory/Discretionary time may not be earned on union leave time used during the same 37.5-hour work week.

8.13.1 Paid Leave for Union Purposes during the first four (4) years of the term of the CBA:

Employer paid leave for union purposes shall not exceed a combined total of 268 hours annually, to be divided up among eligible employees.

8.13.2 Paid Leave for Union Purposes during the final year of the CBA:

Employer paid leave for union purposes shall not exceed a combined total of 460 hours, to be divided up among eligible employees.

Union Leave Bank:

A Union Employee may donate up to a maximum of 30 hours annually of annual leave to a union leave bank at any time during the course of their employment if his/her total annual leave earned exceeds 150 hours. The Union Employee may donate annual leave to the union leave bank by submitting a request in writing to the Union President and the Administrative Director of the amount of leave they would like to donate to the union leave bank. The hours contained in the Union leave bank may not exceed a total of 250 hours during the life of this agreement. Union leave bank may only be used for the union steward or a negotiation team member who has 37.5 or less hours of his/her leave (annual and floating). Union leave bank hours may be used for grievances and negotiations during the final year of the CBA.

8.13.3(a) Union meetings:

Union Leave for meetings immediately following full program regularly scheduled staff meetings do count toward the limits in the preceding sections.

8.13.3(b) Management consultation:

Further, the cumulative total shall not include time that management may be required to consult with the Union in accordance with the Collective Bargaining Agreement.

8.13.3(c) Notice of leave:

Union leave may be taken only upon three days' notice to the Employer and shall be specifically recorded on payroll time sheets as Union Leave.

8.13.3(d) Other Leave Available:

Additional unpaid leave, annual leave, floating holiday hours may be taken by officers of the Union and members designated by the president, if needed to conduct Union business.

8.13.3(e) Scheduling of Negotiations and/or Grievance meetings:

The Employer agrees to schedule meetings, as needed, during non-work hours to allow for Union participation without the use of paid leave for Union purpose.

8.13.3(f) Board meeting attendance:

Two (2) Union members may attend each LAWV Board meeting and related meetings as union leave (if available). An employee may use regular work hours to attend a board meeting held in their office service area. All other Union members may attend LAWV Board meetings but must use annual or personal leave time.

8.14 Voting Leave

Employees who are registered to vote shall be given paid leave to vote in all federal and statewide elections, if the election falls on a work day. The amount of paid voting leave which may be used shall be the time required for the employee to go case a ballot and required travel, up to a maximum of three (3) hours. Leave will only be granted when an employee goes to vote during work hours. This leave time shall be coordinated with the employee's Supervisor to insure the maintenance of minimum staff levels and may be in conjunction with start/end time. The employee should note voting leave on their calendar.

9.0 BENEFITS

The following benefits are provided in accordance with the section below to LAWV union employees who work 37.5 hours per week. Employees who work less than 37.5 hours per week shall be responsible for payment of the premiums in proportion to their reduced hour percentage. The current employees (2) who work

less than 37.5 hours shall be grandfathered in and the employer shall continue to pay for these employees all the benefits provided to employees who work 37.5 hours. The grandfathered employee will not pay the premiums in proportion to their reduced percentage of their health/dental and life insurance

9.1 Retirement Plan:

The Employer shall contribute on a quarterly basis for the benefit of its employees to the 403(b) retirement plan currently in effect. The Employer shall contribute 6% of the employee's first \$15,000 of annual salary plus 5% of the remaining annual salary plus match Employee contributions up to 1% of the annual salary during the first and second year of this agreement and match Employee contributions up to 2% of the annual salary during the third, fourth and fifth year of this agreement.

Authorized employee contributions shall be made within three calendars days of the LAWV payroll date.

9.1.1 Financial Hardship Withdrawal

To receive a financial hardship withdrawal, an employee must request, complete and return a Financial Hardship Withdrawal Request Form to the 403(b) plan administrator. To the extent that management has a role in processing the necessary paperwork, it will be done in a timely manner.

9.2 Health/Dental/Life Insurance

A. Employees who work 37.5 hours per week: All employees, excluding those who elect Alternative Benefits, who work 37.5 hours per week and the dependents of those employees shall be covered by health and dental insurance plans, unless they have other insurance and choose to opt out of an LAWV plan (if permitted by the plan document, and subject to any maximum participation rate required) after being provided with full information regarding those LAWV health and dental insurance plans. LAWV shall pay all premium for the designated PPB plan. An employee who elects coverage under another plan offered by PEIA shall be responsible for the additional premium.

B. Employees who work less than 37.5 hours per week: All employees, excluding those who elect Alternative Benefits, who work less than 37.5 but more than 20 hours per week and the dependents of those employees shall be covered by health and dental insurance plans, unless they have other insurance and choose to opt out of an LAWV plan (if permitted by the plan document, and subject to any maximum participation rate required) after being provided with full information regarding those LAWV health and dental insurance plans. The Employee shall be required to pay a portion of the health/dental insurance premium based on his/her reduced hour percentage. The previously grand-fathered in employees (2) who work less than 37.5 hours per week shall be grand fathered in and the employer shall continue to pay for these (2) employees who work less than 37.5 hours per week the health and dental insurance premiums provided to the employees who

work 37.5 per week for the same health and dental insurance.

Exclusive of the reduced hour percentage noted above, LAWV pays up to the maximum of the premium of the designated PPB plan. An employee who elects coverage under another plan offered by PEIA shall be responsible for the additional premium.

9.2.1 Discount Participation:

Tobacco-Free: Union employees shall participate in the tobacco-free discount in effect on July 1, 2012. Employees will be responsible for the additional premium charges if they fail to comply with this contract provision. Employees may take advantage of the medical waiver offered by PEIA if they meet the terms and conditions required.

LAWV will provide employees information about opportunities available through PEIA regarding participation in the discount programs (no cost wellness screenings and sample medical power of attorney/living wills).

Healthy Tomorrows: Union employees shall participate in the PEIA Health Tomorrows initiative. Employees will be responsible for the additional deductible or premium charges if they fail to meet the terms of the initiative and do not submit a physician's waiver certification. If during the term of this agreement, PEIA eliminated the option to submit a physician's waiver and does not provide for

another method for acquiring a waiver, management agrees to negotiate only on this item “Healthy Tomorrows”.

9.2.2 Life Insurance

A. Employees who work 37.5 hours per week: Employees who work 37.5 hours per week shall be covered by a life insurance plan in the amount of \$60,000.00. The employer shall pay 100 percent of the cost thereof.

B. Employees who work less than 37.5 hours per week: Employees who work less than 37.5 but more than 20 hours per week shall be covered by a life insurance plan in the amount of \$60,000.00. The Employee shall be required to pay a portion of the life insurance premium based on his/her reduced time percentage. The current employees (2) who work less than 37.5 hours per week shall be grandfathered in and the employer shall continue to pay for these employees who work less than 37.5 hours per week the same life insurance premiums provided to the employees who work 37.5 hours per week.

9.3 BLANK

9.4 Health/Dental Insurance Alternative Benefit:

The Employer shall contribute ½ of the premium difference of family versus single of health and dental insurance to the 403(b) retirement plan of an employee who is eligible for family coverage but elects single coverage or an employee who elects alternative coverage. Alternative Coverage is defined as Insurance coverage

not provided by Legal Aid of West Virginia or the ACA Marketplace. An Employee must complete an Alternative Benefits Election form in order to access this benefit.

9.4.1 Alternative Benefits Election Documentation-new employee:

The Employer shall provide a new employee the Alternative Benefits Election form, which contains the details of the eligibility requirements, at the time of hire. It is the employee's responsibility to complete and return the documentation.

9.4.2 Alternative Benefits Elections Documentation-existing employee:

It is the responsibility of an existing LAWV employee to notify the Administrative Director if she/he experiences change in circumstances which would make her/him eligible for Alternative Benefits or disqualify him/her from eligibility.

9.5 Deductible reimbursement:

An employee is responsible of the first \$100.00 of the combined single health insurance deductible and single prescription deductible; and the first \$200.00 of the combined family health insurance deductible and family prescription deductible. The Employer will reimburse the employee for all deductible expenses after the first \$100.00 of deductible expense for single coverage up to a maximum of \$220.00, and all deductible expenses after the first \$200.00 of deductible expense

for family coverage up to a maximum of \$420.00, regardless of whether the deductible expense is for health insurance or prescriptions. Only deductible amounts incurred after first day of employment are eligible. New employees who are PEIA transfers must provide documentation of deductible amounts incurred prior to hire date when claiming reimbursement from LAWV. To receive reimbursement for the health insurance deductible, an employee must submit a copy of the health insurance explanation of benefits (EOB) which indicates the amount expended. To receive reimbursement for the prescription deductible, an employee must submit a copy of pharmacy documentation indicating deductible paid. The request for reimbursement must be made by August 31st. In the event the health insurance company does not provide the necessary EOB by August 31st, the employee should submit the EOB document with envelope to verify date of receipt. Upon submission of such documentation, reimbursement shall be made by the employer. An employee may block out all information in the EOB except the employee name, dependent, date of the EOB and deductible amount.

9.6 Long-term Disability:

Employees who work 20 hours or more per week shall be covered by a disability insurance plan at the benefit percentage of monthly salary of 60%. The employees shall pay 100 percent of the cost thereof.

9.7 Long-term Disability -- Extended Unpaid Medical Leave of Absence -- Availability and Continuation of Benefits -- Return to Work

Employees who have exhausted their short-term disability benefits and have applied for long-term disability benefits shall be placed upon an extended unpaid medical leave of absence under the terms and conditions described below. An employee remains an employee during a period of extended unpaid medical leave of absence. Unless otherwise specified, for the purpose of this section, “days” shall constitute work days.

9.7.1 Benefits Provided Under an Extended Unpaid Medical Leave of Absence:

During a period of extended unpaid medical leave of absence under this section, an employee shall be eligible to receive the following benefits, as applicable:

1. Health Insurance. LAWV will continue to pay the premium in accordance with **Section 9.2** for the employee’s medical insurance, either single or family coverage as previously chosen by the employee. LAWV reserves the right to terminate this benefit if inclusion of the employee on disability in the group health insurance plan would make health insurance coverage unavailable or creates an undue hardship for other employees of LAWV.

2. Life Insurance. LAWV will continue to pay the premium to maintain the life insurance coverage.

3. Dental Insurance. LAWV will continue to pay the premium to maintain the dental insurance coverage, either single or family coverage as previously chosen by the employee.

4. Retirement Program. LAWV will continue to pay the applicable employer contribution, based upon the employee's pre-leave salary, to the employee's **403(b)** retirement plan account. The employee may make additional contributions as permitted by applicable law.

5. Position Vacancy -- Return to Work. The original LAWV employment position held by the employee prior to their disability, or a position equivalent in duties, compensation and location, shall be made available to the employee on the confirmed return to work date based upon a medical release.

9.7.2 Commencement Date for Benefits, Duration, Other Conditions and

Requirements:

The benefits during an extended unpaid medical leave of absence are provided subject to the following conditions:

1. Application Date for Long-Term Disability Benefits: The employee has applied for long term disability benefits within 60 calendar days of the

last day of work or 60 calendar days from working part-time based upon a doctor's certification, unless the employee's doctor verifies that it is premature to submit the employee's application to the long-term disability carrier; but in no event longer than 90 calendar days.

2. Commencement Date for Benefits: The benefits provided under this section begin on the date the employee's short-term disability is exhausted, or the date the long-term disability insurance carrier specifies as the commencement date for payment of long-term disability payments to the employee, whichever comes first.

3. Determination of Duration: The maximum duration of an extended unpaid medical leave of absence approved under this section shall depend upon whether or not the employee expects to be able to return to work at the conclusion of his/her extended unpaid medical leave of absence, as stated below; which determination shall be made no later than three months after the award date of long-term disability benefits or the exhaustion/termination of short-term disability benefits, whichever is later.

4. Use of Available Annual Leave: An employee shall not be required to (but may choose to) use earned annual leave during any period of extended unpaid medical leave of absence. Unused annual leave shall be credited to the employee upon his/her return to work.

5. Leave and Seniority -- Return to Work: Sick leave and annual leave

will not be earned during any period of extended unpaid medical leave of absence. Seniority will accrue during a period of extended unpaid medical leave of absence for a period of 180 days.

6. Medical Verification: The employee shall provide a current medical verification of his/her condition including the expected return to work date or date of next evaluation at regular intervals not to exceed three months. If there are interim visits by the employee to his/her doctor, the employee shall report any change noted by the doctor in his/her ability to work.

7. Grant Source. If the grant funding source of the employee is terminated and the employee has exhausted all available bidding rights, all benefits under Section 9.7.1 shall cease. An employee's grant funding source will be designated in her/his Notification of Position Award memo or hire letter, whichever contains the later signing date.

9.7.3 Extended Unpaid Medical Leave of Absence for Employees Who Expect to Return to Work:

An employee who has applied for long-term disability benefits and who expects to fully return to his or her prior work shall be approved for an extended unpaid medical leave of absence if the following conditions are met:

- 1.** The employee has been awarded long-term disability benefits by the long-term disability carrier; or,

2. If long-term disability benefits have been applied for but have not been awarded, the employee shall provide LAWV with a current medical verification of his/her condition, including the expected return to work date or date of next evaluation, and appropriate requirements for special accommodations that may be needed under the ADA. Such current medical verification and expected return to work date or date of next evaluation, shall be renewed at regular intervals not to exceed three months. The verification must be signed by a physician or physician's assistant or nurse practitioner currently licensed to practice medicine in West Virginia or such other state wherein the treating physician practices; or,

3. If long-term disability benefits have been denied, the employee shall continue to have an extended unpaid medical leave of absence during his/her appeal process, if such appeal is filed within 60 days of receipt of denial letter; provided that the employee continues to provide current medical verification, and expected return to work date or date of next evaluation at regular intervals not to exceed three months. If an employee fails to file a timely appeal, without good cause, the employee's extended unpaid medical leave of absence and employment shall terminate and the benefits provided pursuant to Section 9.7.1 shall cease.

In addition, an employee on extended unpaid medical leave of absence shall not engage in any employment other than employment which the employee engaged in

prior to becoming disabled from LAWV work and which he/she is still able to perform. The other employment shall not exceed 15 hours per week.

9.7.3.1 Return to Work on a Reduced hour Basis:

An employee who provides documentation of medical approval to return to work on a reduced hour basis and who otherwise satisfies the requirements of § 9.7.3, shall be approved for return to reduced hour work in accordance with the conditions of the medical release and the provisions of the long-term disability insurance carrier for a period up to the duration of her/his extended medical leave of absence as defined in 9.7.3.2 if his/her position remains open; and may be approved for such reduced hour work if the position has been temporarily filled upon one month's advance notice of intent to return to work less than 37.5 hours per week. The less than 37.5 hours per week work schedule shall be developed by the Supervising Attorney/Program Director taking into consideration client, program and employee needs. On the day that an employee is scheduled to return to work, all of the employee's benefits and rights shall commence at 12:00 a.m. of that day. If an employee fails to return to work in accordance with the conditions of the medical release and the absence is not covered by the employee's reinstated benefits, then the employee's extended unpaid medical leave of absence and employment shall terminate and the benefits provided pursuant to Section 9.7.1 shall cease. At the end of the extended medical leave of absence the employee may request ADA

accommodation. Benefits not covered under § 9.7.1, compensation, leave and holiday time provided to employees working on a reduced hour basis under this section, shall be pro-rated based upon the amount of time worked compared to full-time work.

9.7.3.2 Duration.

A. Employee with three years LAWV experience or eight months and five years of total experience: An extended unpaid medical leave of absence for an employee with three years' experience with LAWV on the date such extended unpaid leave of absence begins, who expects to return to work, shall be limited to a maximum of 12 months from the effective starting date of long-term disability benefits or the exhaustion of short-term/termination disability benefits, whichever is earlier. Upon receiving Medicare or Medicaid, the employee's extended unpaid medical leave of absence and employment shall terminate and the benefits provided pursuant to § 9.7.1 shall cease. The employee must apply for Social Security Disability benefits and Medicaid (if applicable) within three (3) months of the start of his/her extended unpaid medical leave of absence, and file timely appeals if necessary. Documentation of these applications must be sent to the employer or all benefits under this section shall cease. An employee who is able to return to work shall provide one month's advance notice of intent to return to work if his/her position has been filled by a temporary employee. If the grant funding source of

the employee is terminated and the employee has exhausted all available bidding rights, all benefits under § 9.3.1 shall cease. An employee's grant fund source will be designated in her/his Notification of Position Award memo or hire letter, whichever contains the later signing date.

B. Employee with less than three years LAWV experience or less than eight months of LAWV and six years of total experience: Employees with less than three years LAWV experience or with less than eight months of LAWV experience and six year of total experience shall have a maximum limit of three months on an extended unpaid medical leave of absence from the effective starting date of long-term disability benefits or the exhaustion of short-term disability benefits, whichever is earlier. If the employee is unable to return to work after the maximum duration of the employee's extended unpaid medical leave of absence, the employee's extended unpaid medical leave of absence and employment shall terminate and the benefits provided pursuant to § 9.3.1 shall cease. Nevertheless, LAWV shall pay applicable COBRA premiums for health and dental insurance for a period of twelve months, or until the beginning of Medicare or Medicaid coverage, whichever comes first. The employee must apply for Social Security Disability benefits and Medicaid (if applicable) within three (3) months of the start of his/her extended unpaid medical leave of absence, and file timely appeals if necessary. Documentation of these applications and appeals must be sent to the employer or all benefits under this section shall cease. An employee who is able to

return to work shall provide one month's advance notice of intent to return to work if his/her position has been filled by a temporary employee. If the grant funding source of the employee is terminated and the employee has exhausted all available bidding rights, all benefits under § 9.3.1 shall cease. An employee's grant fund source will be designated in her/his Notification of Position Award memo or hire letter, whichever contains the later signing date.

C. After the maximum duration of the employee's extended unpaid medical leave of absence, if the employee again becomes able to work, the employee:

1. May, for a period equal to the recall period of § 10 (Program Reductions) of this contract tolled by any period the position is frozen, return to her/his former position, or an equivalent position elsewhere covered by this collective bargaining agreement, at her/his prior salary, if that position is vacant and funding for the position remains available; or,
2. If the employee's former position has been permanently filled or funding for the position is no longer available, the formerly disabled employee shall be considered to hold the bidding and application rights of an employee who was involuntarily laid-off under the terms of § 10 (Program Reductions) of this contract for the recall period contained in § 10.C, beginning from the date the formerly disabled employee's extended unpaid medical leave of absence ends.

9.7.4 Extended Unpaid Medical Leave of Absence for Employees Who Do Not Expect to Return to Work:

If the determination of § 9.7.2.3, is that the employee does not expect to be able to return to work, the employee's extended unpaid medical leave of absence and employment shall terminate and the benefits provided pursuant to § 9.7.1 shall cease. Nevertheless, the following benefits and conditions shall be applicable to such former employee:

1. Cobra Payments. LAWV shall pay applicable COBRA premiums for health, and dental insurance for a period equal to that set forth in Section 9.7.3.2.A or 9.7.3.2.B whichever is applicable, or until the beginning of Medicare or Medicaid coverage, whichever comes first. The employee must make application for Social Security Disability benefits within two weeks of the determination that he/she does not expect to be able to return to work. Documentation of this application must be sent to the Employer or all benefits under this section shall cease.

9.7.5 Change of Circumstances – Benefits Available and Return to Work Rights of Formerly Disabled Employees:

If an employee who did not expect to return to her/his former position with LAWV, and who has begun receiving long-term disability benefits, has a change in their disability condition and receives a medical release to return to work within

twelve months from the date he/she determined pursuant to § 9.7.2, subparagraph 3, that he/she did not expect to be able to return to work, the formerly disabled employee:

1. May return to her/his former position, or an equivalent position elsewhere covered by this collective bargaining agreement, at her/his prior salary if that position is not permanently filled and funding for the position remains available; or,
2. If the employee's former position has been permanently filled or funding for the position is no longer available, the formerly disabled employee shall be considered to hold the bidding and application rights of an employee who was involuntarily laid-off under the terms of § 10 (Program Reductions) of this contract for a the recall period contained in § 10.C, beginning from the date the formerly disabled employee notifies LAWV of the change in her/his condition.

9.3.6 OTHER:

1. An employee on extended unpaid medical leave of absence shall notify LAWV of all significant changes in her/his employment or medical status that would affect benefits under this section. Failure to provide this notification shall disqualify the employee from eligibility for further benefits.
2. Sick leave, annual leave and holiday time will not be earned during any

extended unpaid medical leave of absence. Seniority will accrue during an extended unpaid medical leave of absence up to a maximum of 180 days.

3. LAWV will stop providing benefits under this Section 9.7 if the formerly full-time employee on an extended unpaid medical leave of absence takes any other outside employment during such leave of absence, other than outside employment in which the employee engaged prior to becoming disabled from LAWV work and which he/she is still medically able to perform. Other outside employment shall not exceed 15 hours per week. If this employment exceeds 15 hours per week, benefits under this Section 9.7 shall cease.

4. Americans With Disability Act: This Section (§ 9.7, *et seq*) shall be interpreted and applied in a manner to ensure compliance with the Americans With Disabilities Act and its accompanying regulations.

5. Any position which is temporarily vacant as a result of an extended unpaid medical leave of absence may be filled by the employer with a temporary employee during such period of vacancy.

9.7.7 Failure to Return to Work:

1. Failure to Return To Work After Release: On the day that an employee is scheduled to return to work all of the employee's benefits and rights shall commence at 12:00 a.m. of that day. If an employee fails to return

to work in accordance with the conditions of the medical release and the absence is not covered by the employee's reinstated benefits, then the employee's extended unpaid medical leave of absence and employment shall terminate and the benefits provided pursuant to Section 9.3.1 shall cease.

2. Failure to Seek a Physician's Release to Return to Work: An employee who fails to seek a release to return to work from his/her physician when able to return to work or at the conclusion of a period of medical disability or extended unpaid medical leave of absence shall be considered to be subject to the progressive disciplinary sanctions of Section 11.0 of this CBA, up to and including termination of employment with LAWV.

3. Employee Unable to Obtain a Physician's Release to Return to Work: An employee who is unable to obtain a release to return to work from his/her physician at the conclusion of an extended unpaid medical leave of absence shall be terminated from employment with LAWV as of the date of the conclusion of extended unpaid medical leave of absence as provided in **9.7.3.2.**

9.8 Optional Benefits:

All employees who work 20 hours or more shall have the option to obtain Optional Life Insurance at the time of hire and Vision insurance, hearing aid insurance and a Flexible Spending Account at hiring and during open enrollment.

The employee shall pay 100 percent of the cost thereof.

9.9 Professional Liability Insurance:

The Employer shall continue to obtain professional liability insurance for all attorneys, ~~and~~ paralegals and notaries public subject to LAWV notary policy, during their employment. The Employer shall pay 100 percent of the cost of said insurance.

9.10 Dues and Fees:

The Employer shall **pay** or reimburse 100 percent (prorated for employees who work less than 37.5 hours per week) of the cost of dues and fees necessary to practice law in the State of West Virginia. Failure of an attorney to ensure payment of any necessary dues or fees may result in disciplinary action. The Employer will make direct payment of such dues and fees to the West Virginia State Bar upon request of the attorney. The employer may also reimburse or pay directly 100% of the cost of dues or fees of other professionals, as determined necessary or important by the Executive Director to the delivery of legal services and advocacy for the organization's client populations.

If an Employee with less than one year of experience resigns within 6 months after the payment or reimbursement of his/her dues, she/he will reimburse LAWV for the dues (pro-rated based upon months employed during the dues year) paid. If an Employee is terminated within 6 months after the payment or reimbursement of

his/her dues, she/he will reimburse LAWV for the dues (pro-rated upon the months employed during the dues year) paid. Reimbursement will not be required of Employees who leave employment due to retirement, layoff, disability, impending layoffs/budget cuts due to financial hardships or an employee at the end of a grant (including fellowships).

9.11 Training/Continuing Education:

The employer agrees to provide payment for continuing education credits for all employees who have a CEU or Continuing Legal Education requirement as part of her/his license which is required for his/her position. Employees who have a CEU or Continuing Legal Education requirement as a part of her/his license which is applicable to his/her position may request approval to attend at LAWV expense. Requests for CEU or CLE made within the last six months of a reporting period for an employee's license should be approved unless unreasonably costly.

9.11.1 Reimbursement of Tuition-Continuing Education During Employment:

For an employee with three (3) years continuous employment with LAWV, Tuition for undergraduate studies toward a degree which is relevant to the employee's occupational field, including a West Virginia Regent's Degree will be reimbursed, with prior recommendation of the immediate supervisor and prior written approval of the Employer, at forty (40) percent upon enrollment and an

additional forty (40) percent upon receipt of a passing grade in classes completed . Upon receipt of a degree, an additional ten (10) percent will be paid on total tuition. The maximum tuition eligible for reimbursement shall not exceed the current in-state tuition of West Virginia University. (Note: reimbursement will be taxed in accordance to the IRS regulations.)

9.12 Moving Expenses:

Transferred employees and relocating new hires may be reimbursed up to \$750.00. The Program will reimburse the employee and family members for meals (receipts required), one-way mileage, one night's lodging and moving of personal items for a total not to exceed \$750.00 (submission in accordance with Section 9.15).

9.13 Salary Loan:

Non-probationary employees, may request a salary loan for up to a maximum amount of \$1250.00. An Employee may receive only one (1) salary loan during a thirty-six-month period. An Employee may have only one (1) outstanding salary loan. No interest shall be charged to the Employee for a salary loan.

The Salary Loan program shall have a lendable amount of program loan funds of \$25,000. All payments received by the Employer shall be credited back to the program loan funds available upon receipt of each payment. If the program available fund balance is below \$7,500 additional requests may only be approved to

address situations involving loss of shelter, loss of transportation, or other factors similar to the LAWV legal unit case acceptance priorities.

A request for a salary loan must be submitted in writing on a Salary Loan Request Form (see LAWV Website-Administrative). The LAWV Executive Director may deny the salary request based only on the criteria above. If an applicant's request is denied, the Executive Director will provide the applicant a brief explanation of why that decision was made. If the Executive Director denies the request due to non-availability of funds, the Administrative Director shall inform the Employee of the projected date that the fund will be available in the program loan fund based upon the repayment schedule of outstanding loans.

Salary loans shall be repaid by deductions made from an Employee's periodic wages due. To receive a salary loan, an Employee must agree to have repayments automatically deducted from their periodic wage payments, but have the option of prepaying the loan in full or in part at any time. The maximum repayment period for a salary loan shall be one year, on a schedule of 25 equal payments to be withheld from wages due on each pay day until the salary loan is repaid in full. If a salary loan request is approved, the Employee must sign a promissory note/schedule of payments agreement and wage assignment permitting Legal Aid of West Virginia to withhold periodic payments from the Employee's wages as those wages become due. In the event the Employee ceases employment with LAWV, any unpaid balance of the note shall immediately become due and

payable in full.

9.14 Anniversary Awards:

The years of service in this section shall be the continuous employment by Legal Aid of West Virginia and all legal services entities that have existed in West Virginia. An employee who is recalled pursuant to Section 10 is considered to have continuous employment.

Employees who have worked 10 years with the Program shall receive a \$250.00 employer contribution to their current 403(b) retirement plan over and above any other contribution the Program makes, or \$250.00 compensation (less taxes).

Employees who have worked 15 years with the Program shall receive a \$500.00 employer contribution to their current 403(b) retirement plan over and above any other contribution the Program makes, or \$500.00 compensation (less taxes).

Employees who have worked 20 years with the Program have the option of receiving \$1000.00 employer contribution to their current 403(b) retirement plan over and above any other contribution the Program makes, or \$1000.00 compensation (less taxes); and a plaque commemorating the event and will become eligible for the LAWV Hall of Fame.

Employees who have worked 25 years with the Program have the option of

receiving \$1500.00 employer contribution to their current 403(b) retirement plan over and above any other contribution the Program makes, or \$1500.00 compensation (less taxes); and a plaque commemorating the event.

Employees who have worked 30 years with the Program and every five years thereafter have the option of receiving a \$2000.00 employer contribution to their current 403(b) retirement plan over and above any other contribution the Program makes, or \$2000.00 cash; and a plaque commemorating the event.

9.15 Employee Expense Reports

Employee expense reports must be submitted within 10 calendar days from the end of the month in which the liability occurred (ex. Date of credit card charge) or 10 calendar days of the end of the month from the end of the month in which the expenditure occurred, otherwise the request will be denied. The time limit may be waived by the Administrative Director in conjunction with the Supervising Attorney/Program Director for good cause or extraordinary circumstances.

Expense reports returned for clarification to the employee will be processed by the Supervising Attorney/Program Director in a timely manner, period not to exceed three (3) working days. The employee must return the corrected expense report within ten (10) calendar days of the denial.

Supervising Attorneys/Program Directors shall process and submit employee expense requests to the Accounting Department in a timely manner.

Upon receipt of the employee expense report from a Supervising Attorney/Program Director, the Accounting Department shall process and reimburse requests to the employee in a timely manner, period not to exceed 10 working days.

9.15.1 Parking:

Employees shall be reimbursed for parking expense not to exceed \$55.00 per month for the first and second year of this contract, \$60.00 per month for the third and fourth year of this contract, and \$65.00 per month for the fifth year of this contract), at all offices of the Employer where parking is not provided as a part of the building lease. Any parking spaces not provided as part of the building lease will be paid by the Employer directly to the vendor or to the employee upon proof of payment. No employee will be paid in lieu of parking.

9.16 Travel Reimbursement:

Travel expenses incurred by an employee in performance of LAWV work duties shall be reimbursed under the following circumstances.

9.16.1 Personal Car Reimbursement:

Travel by personal car on program business shall be reimbursed at the rate set by the Internal Revenue Guidelines. Travel and Expense reimbursement must be requested within 10 calendar days from the end of the month in which the liability occurred (ex. date of credit card charge) or 10 calendar days of the end of the month

from the end of the month in which the expenditure occurred, otherwise the request will be denied. The time limit may be waived by the Administrative Director in conjunction with the Supervising Attorney/Program Director for good cause or extraordinary circumstances.

Expense reimbursements returned for clarification to the employee will be processed by the Supervising Attorney/Program Director in a timely manner, period not to exceed three (3) working days. The employee must return the corrected expense reimbursement within ten (10) calendar days of the denial.

9.16.2 Travel Advances:

Employees may request a travel advance for approved meetings and trainings which exceed 175 miles of travel or overnight travel.

9.16.3 Supervisor Approvals:

Supervising Attorneys/Program Directors shall process and submit employee reimbursement requests to the Accounting Department in a timely manner.

9.16.4 Accounts Payable Processing:

Upon receipt of the reimbursement request from a Supervising Attorney/Program Director, the Accounting Department shall process and reimburse requests to the employee in a timely manner, period not to exceed 10 working days.

9.16.5 Overnight Meal and Incidental Costs:

Overnight meal and incidental costs (in state and out-of-state) shall be reimbursed by a per diem based on the Internal Revenue M & IE rate.

9.16.6 Parking:

Travel parking costs will be reimbursed in full.

9.16.7 Dependent Care During Overnight Travel

Dependent Care expenses for overnight travel shall be reimbursed up to \$25.00 per night, per dependent, up to a maximum of \$50.00 per night provided dependents are left in the care of a non/parent care-giver.

9.16.8 Telephone Calls During Overnight Travel

Telephone calls to the employee's local office and one 10-minute call to his/her residence while on overnight program business shall be reimbursed.

9.16.9 Airline Costs:

Airline costs and ground transportation shall be reimbursed in full.

Employees may request an overnight stay, prior to making airline reservations, if their departure time would require them to leave home prior to 7:30 a.m.

9.16.10 Hotel Accommodations for Multiple Employees:

If more than one employee (same gender) is staying overnight in a hotel,

double-occupancy is strongly encouraged, but single occupancy will be allowed upon request at no cost to the employee.

10.0 PROGRAM REDUCTION PROCEDURE

A.1. When management receives information regarding upcoming changes in funding that could result or have been determined may result in a reduction in union staff, the Employer shall conduct a video conference meeting. The meeting shall consist of Management, the Union negotiations Committee, Union Steward and all members of the affected group/grant. The purpose of the meeting shall be to in order to conduct a brain-storming session to discuss the financial situation and receive proposals for alternatives to union staff reductions. The meeting shall be held as soon as possible once management receives information regarding possible changes in funding. The specific information regarding possible changes in funding shall be provided to the Union as soon as possible and prior to the scheduled brain-storming session.

A.2. If management determines that a reduction in union staff is necessary, the following procedure shall be followed:

1. The Employer shall convene a meeting of union staff, upon at least five days' notice, for the purpose of considering the financial situation and the proposal of alternatives to union staff reduction.
2. The notice announcing such a full meeting of union staff shall provide details of

the financial situation and shall specify locations and positions being considered for reduction.

3. If no staff reduction has been made within six months of the meeting required under Paragraph A of this section, then the Employer shall be required to hold another meeting under Paragraph A to instituting any staff union reduction.

Lay-off Procedure:

Any necessary staff reductions shall be initiated on the basis of strict seniority within each job classification. Notice will be sent to each employee (except those defined in ¶ 4.9) whose position is slated for termination. The employee may within seven working days from the date of the notice, opt to fill any union position existing within LAWV within that job classification, or any other job classification which that person has previously performed at LAWV or a predecessor entity, which is vacant or held by a less senior union employee, said positions to be available on a strict seniority basis. An employee displaced by this process shall have five working days from the date of the notice of such displacement to opt to fill any union position existing within LAWV within that job classification, or any other job classification which that person has previously performed at LAWV or a predecessor entity, which is vacant or held by a less senior employee, said positions to be available on a strict seniority basis.

Opting Eligibility:

An employee employed by LAWV or a predecessor entity before January 1,

2002, and who performed the work of a legal assistant before that formal job classification existed, shall be considered for purposes of this paragraph to have previously performed the job classification of legal assistant. Union members holding the position of paralegal or Union members who have previously held the position of paralegal, shall be considered for purposes of this paragraph to have previously performed the job classification of an ATLAS paralegal. Union staff who hold or who have previously held a Behavioral Health Advocate position may opt into a FAST Regional Support Specialist position and Union staff who hold or have previously held a FAST Regional Support Specialist position may opt into a Behavioral Health Advocate position. An Employee who has moved across job classifications and met the requirements as set forth in Section 13.2 will be considered to have held or previously performed position(s) passed through. No restrictions on job bidding under Section 13.1 shall be applied to the Program Reduction Procedure under this Section.

Recall Provisions:

An Employee who is terminated as a result of necessary staff reduction shall provide the Administrative Director with a list of eligible job classifications and locations to which they wish to be recalled. The Administrative Director shall request recall information upon an employee's termination. If an employee fails to complete and return recall information, he/she shall not be eligible for recall. The terminated employee shall have the responsibility of making sure the

Administrative Director has his/her correct current address for purposes of sending notice of recall rights. Recall rights under this paragraph shall be limited to 18 calendar months after lay-off.

Notice of Union positions which become available when union Employees are in layoff status shall be sent to current union Employees and union Employees that were terminated as a result of necessary staff reduction and have recall rights pursuant to 10.0 and that have performed or previously performed the position at LAWV or predecessor entity. The available position shall be awarded to the current union Employee or the union employee in layoff status with the most seniority. Recall rights under this paragraph shall be limited to 18 calendar months after layoff.

Recalled to Work Provisions:

Sick Leave- In the event that a laid off employee is recalled to work within 18 months of his/her layoff, 100% of his /her previously earned unused sick leave remaining as of the day of lay off shall be automatically reinstated as of the day of recall. Recall rights shall be limited to 18 calendar months. A laid-off employee does not earn sick leave.

Annual Leave- A laid-off employee who is recalled within 18 months of his/her lay-off date shall earn an annual leave rate at the same level as when he/she was separated from the Employer. Laid-off employees do not earn annual leave during periods of layoff.

Seniority- Refer to Section 6.6 for reinstatement of seniority after lay-off.

11.0 DISCIPLINE AND DISCHARGE

Employees covered by this Agreement shall be disciplined only for just cause.

11.1 Progressive Discipline

Discipline for infractions of work rules will generally require progressive discipline as follows:

First Step: Oral reprimand - this is an oral warning to employees that their conduct is unacceptable, and that further infractions will lead to more severe penalties. A written statement of the oral warning will be placed in the file but will be removed after 12 months if the misconduct does not reoccur.

Second Step: Written reprimand - this reprimand will describe the unacceptable conduct or performance and specify the improvement needed. A copy of this written reprimand will be retained in the employee's personnel file.

Third Step: Suspension - an employee who fails to improve his or her performance within a 12-month period following the oral reprimand may be suspended without pay for a period not to exceed 10 days. During said suspension, health, dental and life insurance as provided for in Paragraph 9.2 shall continue to be maintained.

Fourth Step: Termination - an employee who fails to improve following a

suspension or who commits some conduct of a serious nature to warrant immediate termination will be discharged as follows:

11.2 Termination and Exceptions

If the Employer believes that it has just cause to terminate an employee, the employee may immediately be suspended without pay by written (registered, certified or hand delivered) communication to the employee and the Union Steward which specifies the conduct which supports the suspension. Within 5 days of the suspension, a Notice of Intent to Discharge shall be issued to the employee and the Union Steward setting forth with specificity the conduct which the Employer believes constitutes just cause for discharge. The Notice shall state the date on which discharge is to take effect, which shall not be less than five working days from the date of the mailing of the Notice. Upon the invocation by the Union of the grievance procedure contained in Section 12.0, the Notice of Intent to Discharge shall not take effect until such procedures are exhausted or abandoned and the employee's unpaid suspension shall continue until said procedures are completed. If a terminated employee cannot immediately remove his/her personal belongings, the employee shall make an appointment with the employer to remove the belongings within ten (10) days.

The Employer and the Union recognize that some conduct is of such a serious nature to warrant immediate termination rather than progressive discipline.

Those circumstances include, but are not limited to, the following situations: arson to LAWV property, embezzlement, assault on LAWV employees or clients, destruction of LAWV property, theft of LAWV property or funds, unreasonable absences from the work place for five (5) consecutive work days for which prior approval was not received, and abandonment or gross neglect of cases. In these and similar instances, the matter shall proceed directly to termination under the fourth step.

12.0 GRIEVANCE PROCEDURE

12.1 Definitions and Deadlines

All references to "days" in this Article, unless otherwise set forth, mean the normal Monday-Friday work week and are exclusive of weekends and holidays. Time limits may be extended by mutual written agreement. If either the Union or the Employer fails without good cause to meet a deadline contained in this grievance procedure and does not correct said failure within the next working day, the matter in dispute shall be concluded against the tardy party.

In the event of any controversy or dispute concerning the meaning, application or alleged breach of this Agreement, such dispute shall be treated as a grievance and shall be subject to the following procedures set forth in this provision.

In the event of any controversy or dispute with regard to any provision in the

LAWV Policies Manual which was bargained for, or that the parties have agreed are compulsory subjects of bargaining, (for example, but not limited to, policies involving salaries, hours and other terms and conditions of employment), such controversy or dispute shall be treated as a grievance and be subject to the procedures outlined in Section 12.0 through 12.2.1.

A grievance filed on behalf of the Union as a whole and not on behalf of a Union employee, shall begin with Step 2. If there is a dispute between the Union and Management regarding the timeliness of the filing of the grievance (hereafter “initial grievance”), the grievant may file a grievance on the issue of timeliness and the grievance procedure for the untimely filing shall begin as outlined in this section with Step 3. If it is found that the initial grievance was timely filed then the initial grievance shall proceed as filed.

12.1.1 Step 1. Informal Meeting

Before a written grievance is filed, but within ten working days following the occurrence of the event giving rise to the grievance, or within ten working days from the date on which it became known to the grievant, the grievant or the Union Steward shall request a conference with the grievant’s immediate supervisor to discuss the grievance and any action, redress or remedy sought.

If the Employee or the Union has so notified Management and management responds that it will resolve or correct the issue that gives rise to the grievance, and Management fails to take action on or correct the issue, the Employee or the Union

has ten working days to proceed with the grievance.

The conference with the immediate supervisor concerning the grievance shall be conducted within ten (10) working days of the request therefor, and any discussion shall involve the grievant or both the grievant and the Union Steward. If a remedy is sought after the expiration of the time frames noted above and no mutually agreed upon extensions have expired, then, the grievant will be notified and no informal meeting will be scheduled. An earnest effort shall be made to settle such differences at the earliest possible time.

Supervisor Response: Within five working days of the conference, the immediate supervisor shall respond in writing, including a copy of the Grievance Procedure Form, to the grievance either by accepting or rejecting the grievance or by proposing an alternative solution.

12.1.2 STEP 2. Written grievance

Within ten working days of receipt of Management's Step 1 response, a written grievance may be filed with the grievant's immediate supervisor and copied to the Administrative Director by the grievant or the Union Steward on a form furnished by the immediate supervisor or in a letter submitted by the grievant or the Union that contains the specific contract sections being grieved, a narrative, and the relief requested by the grievant. The grievance must be signed by a Union officer.

12.1.3 STEP 3. Administrative Director Meeting

The Administrative Director, or his/ her designee, shall meet with the grievant and a Union officer within ten working days of receiving the written grievance and discuss all potential options to resolve the grievance **Administrative Director Response:** The Administrative Director, or designee, shall then issue a written decision within ten working days of such meeting. Such decision may affirm, modify or reverse the decision of the immediate supervisor.

12.1.4 STEP 4. Written Appeal

Within ten working days of receiving the decision of the Administrative Director, or designee, the Union may file a written appeal on a form provided by the Employer, signed by a Union officer, or by way of a letter submitted by the Union that contains the specific contract sections being grieved, a narrative, and the relief requested. This appeal is to be sent to the LAWV Personnel Committee of the Board of Directors (Step 4) or may proceed directly to STEP 5, at the Union's option. An appeal to the Personnel Committee of the Board of Directors shall set forth the reasons why the grievant is seeking a STEP 4 review of the decision of the Administrative Director.

Personnel Committee Hearing: Within ten working days of receiving the appeal, the Personnel Committee, or a designated subcommittee thereof, shall conduct a hearing based on all information gathered and discussed by the parties in

the grievance procedure or decide to have no hearing. Any decision by the Personnel Committee, including a decision to not hold a hearing waive participation in the grievance, shall be in writing and shall set forth the reasons for such decision, including the decision to forego a hearing. Notice to the Union and the grievant, shall be promptly provided. Within ten (10) working days of such hearing being held the Committee shall issue a decision affirming, modifying or reversing the decision of the Administrative Director.

12.1.5 STEP 5. Written Notice – Mediation or Arbitration

Within ten (10) working days of receipt of the decision of the Administrative Director, or the Personnel Committee of the Board of Directors, if such an appeal is taken, the Union must indicate in writing whether it chooses to request the Employer to participate in STEP 6 or pursue STEP 7.

12.1.6 STEP 6 Mediation

When the Employer and the Union both agree in writing to participate in voluntary mediation, a mutually agreeable mediator may be used in an attempt to resolve grievances. The mediator shall be chosen within ten (10) working days of the agreement to mediate. Time limits are suspended pending the outcome of mediation. Parties participating shall have the authority to settle disputes at the time of mediation. The initial mediation conference shall be held as quickly as possible.

a. Mediation is private, confidential, and privileged. It shall be conducted by a trained, unbiased mediator who assists the parties in clarifying and understanding their different points of view, identifying common ground, generating and evaluating alternatives, in an attempt to reach mutually acceptable resolution. Mediator notes are confidential and must be destroyed after mediation. The mediator cannot be contacted for information or called as a witness in later proceedings. Communication during mediation is not discoverable or admissible, except for information that is required to be reported under a specific law. The costs associated with the use of a mediator are to be borne equally by the parties.

b. If the matter is not settled within ten (10) working days of the initial mediation conference, and not continued by mutual agreement, either party may give written notice to pursue STEP 7.

c. If the parties agree to settle the matter, the mediator will assist in drafting a mediation agreement which both parties must sign. Both parties shall review any agreement before signing it.

d. If either party fails to comply with the terms of the mediated agreement, STEP 7 of the Grievance Procedure may be pursued with written notice within ten (10) working days of a party learning of the failure to comply.

12.1.7 STEP 7. Arbitration Request

Upon request for arbitration under Section 12.2, the Employer and Union

shall meet and attempt to select an a mutually agreeable arbitrator. In the event an agreement on an arbitrator cannot be reached, the Employer and Union shall submit a joint request to the Federal Mediation and Conciliation Service (FM&CS) for a panel of seven (7) arbitrators. The parties agree to utilize the Regional pool of arbitrators. Upon submission of such panel to the parties, they shall alternately strike names, beginning with the Employer, until only one name from the panel remains. That individual will then be notified of his or her appointment for that particular grievance. The selection shall take place within ten (10) working days of receipt of the panel from FMCS.

12.2 Arbitration

In the event any grievance has not been adjusted or resolved by the end of STEP 5, above, then the Union may refer the matter to arbitration pursuant to STEP 7 and the rules of the FMCS. Any grievance not referred by notice to the Employer within ten (10) working days after submission of the STEP 5 answer (other than a grievance submitted to mediation pursuant to STEP 6) shall be deemed abandoned by the Union and non-arbitrable. The parties agree that the only remedy for breach of this Agreement or the afore specified policy sections, unless specifically provided elsewhere, is through the grievance and arbitration provisions, and that the decision of the arbitrator, meeting the requirements of this Article, is final and binding on all of the parties. In no event shall the same question or issue be the

subject of arbitration more than once. The expense of the Arbitrator, including the meeting room, shall be shared equally between the Union and the Employer. Each party shall be fully responsible for all other expenses it incurs for such arbitration.

12.2.1 Powers of the Arbitrator

The powers of the Arbitrator shall be limited as follows:

1. The arbitrator shall have no power to add to, delete from, or modify any of the terms of this Agreement or the afore specified policy sections. The Arbitrator shall have no power to establish language for this Agreement or to change any existing wage rates or fringe benefits. He shall consider only the specific issue or issues submitted to him or her and shall confine any decision to a determination of the facts presented and the interpretation of this Agreement or the afore specified policy sections.

2. All claims for back wages shall be limited to the amount of wages the employee otherwise would have earned less any unemployment compensation or compensation for personal services that he or she may have received from any source during the period in question except income from pre-existed second jobs the back pay period and continued, without interruption, through the back pay period in the same nature and degree.

3. The Arbitrator shall notify each party of his or her decision within ten (10) working days from the close of the hearing or ten (10) working days after

briefs are due, whichever is applicable.

13.0 NOTICE OF JOB OPENINGS

Job Postings:

The Employer shall post the availability of job openings at least seven (7) working days before hiring or a less number of days if done with the consent of the Union. The seven (7) working day period begins to run when the notice is sent to all offices and to the Union. The terms set forth in Section 13.2 shall apply to union Employees applying across job class. The Supervisor shall not review or consider responses received from the advertisement until the close of the seven (7) working day bidding period.

13.1 Bidding Within Job Classification or Previously Held Job Classification:

Classification. Except for employees covered by ¶ 4.9, bidding procedures shall be as follows.

Bidding Eligibility: Secretaries, legal assistants, ATLAS paralegals, paralegals, FAST Regional Family Support Specialist, Behavioral Health Advocates, Ombudsmen, FAST Regional Family Advocate or FAST Youth Coordinators who have completed probation, shall be eligible to bid for vacant positions in their classification or any job classifications which they previously have performed beyond probation at LAWV or a predecessor entity. Attorneys who have

completed twelve (12) months service shall be eligible to bid for vacant positions in their classification or any job classification which they previously have performed at LAWV or a predecessor entity.

Union members holding the position of paralegal or Union members who have previously held the position of paralegal may bid for union ATLAS paralegal positions. Union staff who hold or who have previously held a Behavioral Health Advocate position may bid into a FAST Regional Support Specialist position and Union staff who hold or have previously held a FAST Regional Support Specialist position may bid into a Behavioral Health Advocate position.

Bidding Award:

The most senior person bidding shall be awarded the position.

The salaries of Union members who cross bid as outlined above shall be adjusted in accordance with Section 13.3.1.

13.2 Applying Across Job Classifications:

Employees may apply for openings in a different classification if they meet the minimum qualifications of the position. If no employee in the same classification bids for a position pursuant to ¶ 13.2, then existing employees from different classifications who have applied shall be given preference and consideration for the position.

Rescission of Across Job Class Hiring:

If an employee applying across job class is hired, either the Employer, with good cause, or the Employee may, at the end of 10 working days, decide to return the Employee to the job position the Employee previously performed. If an employee returns to his/her previous position within the 10 working days, she/he will not be considered as having performed the position vacated.

13.4 Interview Participation:

In the event of a vacancy in a position covered by this agreement, all staff members in the office/ project shall have the opportunity to participate in the interviewing process. Staff participating from outside of the office where the interview is being conducted are encouraged to utilize the phone and video conference systems in lieu of traveling.

13.6.2 Level 2 Salary Minimums

The salary range minimums below shall only be used for Level 2 reclassification purposes. The minimums shall be subject to the non-contributory health insurance premium adjustment contained in Section 4.1-Salary Ranges. Per Section 4.5-New Hires, new hires may not be hired directly in the ATLAS Paralegal 2, Paralegal 2 or Attorney 2 positions.

ATLAS Paralegal 2	minimum range salary	\$26,520.00
Paralegal 2	minimum range salary	\$28,560.00

14.0 NON-DISCRIMINATION/AFFIRMATIVE ACTION

With the exception of 13.4 above, there shall be no discrimination in hiring, wages, promotions, or other terms or conditions of employment or opportunity for employment based upon race, color, sex, sex orientation, creed, national origin, age, religion, political affiliation or belief, marital, parental, or military discharge status, or disability.

15.0 JOB DESCRIPTIONS

Job descriptions covered by this agreement are attached. (Appendix A)

16.0 ARTICLE HEADINGS

The article headings are for general identification only and shall not be construed in a substantive manner.

17.0 SOLE AGREEMENT AND WAIVER

17.1 Sole Agreement:

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior Agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. This Agreement can be changed only by a written amendment executed by the parties hereto. The waiver in any particular instance of any term or conditions of this Agreement or any breach thereof shall not constitute a waiver of such term or

condition or any breach thereof in any other instance.

Both parties agree that each had a full opportunity to discuss any mandatory topic of bargaining prior to culmination of this Agreement, and that all agreements and understandings of the parties on such topics are contained in the specific written terms of this Agreement. Any such topics, whether they be actual or alleged "past practices," agreements, understandings, or codicils, are either included specifically in the written terms of this Agreement, or they have been dropped from the bargaining process and are of no valid or subsisting force or effect. Unless incorporated into the terms of this Agreement, there shall be no "past practices," actual or alleged.

17.2 Lawful and Regulatory Complaint:

It is not the intent of either party to violate any laws or any rulings or regulations of any U. S. Government authority, including the Legal Services Corporation, State authority or agency having jurisdiction of the subject matter in this Agreement and the parties hereto agree that, in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to hold so, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

18.0 MISCELLANEOUS PROVISIONS

18.1 [RESERVED]

18.2 Employee Privacy:

Employees covered by this Agreement shall be entitled to limited expectations of privacy. Such expectation of privacy shall be limited to a personal office drawer, purses, other bags not used to carry files, and coats. An Employee who chooses to have a personal drawer shall clearly mark the drawer with a sign and shall execute an agreement which states that the drawer's contents will never include LAWV client files and/or items that violate any LAWV policy (e.g. alcohol, weapons, or drugs). In addition, an Employee may have a privacy protected briefcase if he/she clearly marks it "Non-LAWV" and executes an agreement which states that the briefcase's contents will never include LAWV client files and/or items that violate any LAWV policy (e.g. alcohol, weapons, or drugs) while at the Employee's worksite.

18.3 Attendance & Recording of Meetings with Management and employees:

1. Attendance of meeting: Employees covered by this Agreement shall have the right to have the Union Steward or another Union member present, upon the employee's request, at any meeting in person, by video or by telephone, between such employee and any management personnel of the Employer.

2. Recording of Meetings: Either or both of the parties noted above shall have the right to record such meeting if 24-hour advance notice of the intent to record is provided to the other party. If a 24-hour advance notice of the meeting is not provided, the meeting may be rescheduled at the request of either party to allow for the notice to record. The 24-hour advance notice can be waived at the agreement of both parties.

19.0 RESIGNATIONS

19.1 Proper Notice Requirements:

Attorneys shall give a minimum of four (4) weeks written notice. Paralegals/Advocates/Ombudsman shall give a minimum of four (4) weeks' notice. Legal Assistants/Secretaries /Clerks shall give a two (2) week written notice of resignation.

19.2 Good Standing:

Employees who give the required notice period when resigning will be considered to have left in good standing and will be eligible for paid earned annual leave as set forth in 8.1 and 8.1.4.

20.0 TERM OF CONTRACT

This contract shall be effective as of January 1, 2019, and the term of this contract shall be five years. The contract shall expire at 11:59 p.m. on December

31, 2023, provided however as stated in Section 4.3.3, the contract shall be re-opened on an annual basis for the re-negotiation of wage scales only. on December 31, 2023, provided however as stated in Section 4.3.3, the contract shall be re-opened on an annual basis for the re-negotiation of wages only. This Agreement shall cover all non-management employees, full and part-time, in positions which are defined in Section 1.1.

21.0 PREVAILING LANGUAGE

The parties agree that the language contained in the contract sections which were signed off on following the course of the negotiation of this agreement shall be the prevailing language.

For the Employer

For the Union:

Adrienne Worthy

Jaqueline Schwaben

Kerry LeMasters

Benita Whitman

JOB DESCRIPTIONS

STAFF ATTORNEY (Exempt Employee)

Purpose of Job: To provide high quality legal advice and professional advocacy for low-income clients.

Work Environment: Work performed in the office setting, in the courts, in administrative law proceedings, and in the community.

Essential Job Functions:

1. Provide legal representation consistent with professional and LAWV organizational standards for the delivery of civil legal services to the poor, and consistent with any requirement of the Legal Services Corporation, LAWV policies in conjunction with this agreement and all other funding sources. Attorneys are responsible for intake, establishing eligibility and acceptance of cases even if part or all of the initial work is performed by a paralegal or secretary
2. Prepare legal documents, advise clients, gather evidence necessary to formulate defenses or to initiate legal action. Conduct research, interview clients, and witnesses, investigate, and handle other details in preparation for trial. Prepare legal briefs, develop strategy, prepare arguments and prepare testimony in connection with cases. Represent clients in court and before quasi-judicial or administrative agencies. Interpret laws, rulings, and regulations. May specialize in specific area(s) of law.
3. Maintain accurate and complete files or records. Staff attorneys are expected to submit reports as necessary to fulfill program obligations to conform to LSC regulations, requirements and requests, and to uphold the policies and procedures of LAWV.
4. Interact with clients and staff and service providers professionally and appropriately. Work with other staff on client services or other program tasks in a professional manner. Maintain professional relations with service providers from

the attorney's funding source who make referrals or otherwise coordinate with the program.

5. Staff attorneys are responsible for completing their ethical responsibilities as a legal aid attorney with regard to taking any action on behalf of any client after the attorney's employment with LAWV ceases. It is the duty of the Employer to assume responsibility for continued representation of all persons thereafter.

6. Within time constraints created by case work, attend and participate in statewide planning meetings, trainings and task forces, as well as office meetings.

7. Occasional night and weekend work hours; some local and out of town travel. Attorneys must be able to get to Court or Administrative hearings.

8. In addition to providing direct representation, staff attorneys are expected to make an effort to involve private attorneys in the provision of legal services to eligible clients. This effort may involve, but is not limited to, referring clients for pro bono services, referring clients to private attorneys who will receive payment for their services from LAWV, co-counseling arrangements and training. Staff attorneys will expend efforts on private attorney involvement to the extent that is possible, in the attorney's work area, necessary to meet the program obligations for private attorney involvement.

Hiring Qualifications:

1. Must have demonstrable commitment to understanding and addressing issues of low-income constituents.
2. Must have J.D. and be admitted to practice in West Virginia and in good standing or must be eligible for admission to the West Virginia Bar under West Virginia Supreme Court Rule 9 if admitted to practice in another state, or must be eligible to take the next regularly scheduled West Virginia Bar Exam.
3. Must have skills to use office technologies, including learning LAWV case management software.

4. Must be able to balance administrative and client advocacy responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All staff attorneys must give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Supervising Attorney at office to which assigned.

Other:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. Attorneys shall not be required to directly solicit funds.

2. Attorneys will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.
3. Attorneys will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to their job. Staff attorneys will account for 100% of their actual time worked in the LAWV case management system; and using LAWV time sheets, on a bi-weekly basis, with time spent involving private attorneys segregated and identified.
4. New attorneys filling the position of staff attorney who have been employed by Legal Aid of West Virginia for one years or less shall receive training and a review of a selection of cases every two months by their supervising attorney.
5. Legal Aid of West Virginia shall provide new employees with appropriate orientation of Legal Services regulations, LAWV policies and procedures and information on court procedures relevant to matters routinely handled by LAWV employees.

STAFF ATTORNEY 2 (Exempt Employee)

Purpose of Job:

To provide high quality legal advice and professional advocacy for low-income clients.

Scope of Responsibility:

Work performed in the office setting, in the courts, in administrative law proceedings, and in the community.

Essential Job Functions:

A Staff Attorney 2 shall satisfy all the duties of a Staff Attorney and shall, in addition, perform the following duties as applicable for the specialty substantive area to which the Attorney 2 is assigned:

1. Capable of providing high quality representation in all forums, formal and informal, of the legal system to obtain appropriate outcomes for clients.
2. Possess a high degree of skill and knowledge in one or more substantive areas of poverty law and make such high degree of skill and knowledge available to the rest of the program by assisting in training, of staff and/or community, mentoring, and will provide consultation and advice to other staff in his/her area(s) of skill and knowledge. Maintain current knowledge level by staying abreast of new developments in such areas of law.
3. Analyze new or proposed legislation, regulations, or other policy material affecting client community or practice of law.
4. Be responsible for the development and presentation of complex matters, or significant litigation or projects in his/her area(s) of specialization.
5. Actively participate in LAWV Task Forces and/or Bar substantive legal committees.
6. Establish relationships with low-income community groups and help them as

requested, including, e.g., legal education, training, technical assistance, advice and representation.

7. Participate/assist in community legal education: community group presentations, material for website or brochures and other public training experience.
8. Assist in the training, mentoring, and co-counseling of staff and community in the substantive area(s) of his/her specialty. Be reasonably available to provide consultation and advice at the request of other staff with regard to substantive or procedural law, strategy, tactics or other matters within her/his specialty.
9. Actively participate in the LAWV list serve on issues in area(s) of specialization.
10. Have experience as presenter/trainer in LAWV CLE trainings, CORT trainings, WVU/State Bar trainings, commercial CLE presentations, or in other training venues.
11. Maintain appropriate case files, enter appropriate case development information in LAWV Case Management System, close and communicate case closure to clients, all in accordance with LAWV standards and policies.
12. Maintain good client communications. Adhere to agency standards for compliance with LSC /other funders and other special funding requirements.

Job Requirements:

A Staff Attorney 2 shall satisfy all the requirements of a Staff Attorney and have practiced as an attorney for at least 2 years.

Physical Requirements:

1. While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.
2. The employee must occasionally lift and/or move up to 20 pounds. Specific

vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

3. The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. Attorneys shall not be required to directly solicit funds.

2. Staff Attorney 2 will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify and meet (if funds are available) individual training needs.

3. Staff Attorney 2 will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to their job. Staff Attorney 2 will account for 100% of their actual time worked in the LAWV Case Management System; and using LAWV time sheets, on a bi-weekly basis, with time spent involving private attorneys segregated and identified.

Resignation Requirement:

Staff Attorney 2 are expected to give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Supervising Attorney /Program Director to which assigned.

ADVOCACY, TRAINING AND TECHNOLOGY (ATT) ATTORNEY

(Exempt Employee)

Purpose of Job:

The purpose of the ATT Attorney position is to work with LAWV managers, attorneys, staff and task forces to develop and maintain:

1. Public self-help resources delivered via intuitive and user-centered technologies
2. Internal legal advocacy information and tools
3. Core on-line training modules and resources for program advocacy staff and pro bono attorneys

Scope of Responsibility:

Area of assignment is statewide.

Essential Job Functions:

Public Legal Resource Development Functions:

- Work with CAAT, Website Team, task forces, staff and managers to develop legal resources for the public, delivered through technologies that are efficient, intuitive and available in multiple forms (written text, guided interviews, video, etc.).
- Develop an information services framework that places a premium on ease of public access to information, intuitive functionality and user experience.
- Develop and initiate systems to ensure content of public resources is current.

Staff Advocacy Resource Development Functions:

- Work with CAAT, Website Team, task forces, staff and managers to develop staff advocacy resources using HotDocs, Sharepoint and other technology tools to ensure staff have access to internal resources that promote efficient, high-quality and consistent advocacy.

- Develop and initiate systems to ensure staff advocacy resources are current, organized, comprehensive and accessible to staff.

Training Functions:

- Create internal online training materials for LAWV staff related to LAWV policies, procedures, and technology tools including:
 - New staff orientation and onboarding regarding LAWV policies and tools (Eforms, etc.).
 - Ongoing training related to compliance under LSC and other major grants.
- Organize substantive legal training materials for LAWV advocacy staff and clients, utilizing software with a capacity for incorporating branching logic, and relying on Managers and Task Force expertise with regards to training content.
- Participate in Training Team engaged in ongoing assessment of organizational training needs and provide input regarding technology-supported training options.

Other:

- Provide advice and brief services as a member of the ATLAS attorney team approximately 10% of time.
- Work with volunteers to help organize public resources and develop interactive website-based training videos for the public.

Job Requirements:

1. Must have J.D. and be admitted to practice in West Virginia and in good standing.
2. Must have demonstrable commitment to understanding and addressing the legal issues of low-income constituents.
3. Must have familiarity with computer programming logic, such as writing code for Visual Basic macros in Microsoft Office applications, web page creation, or Windows scripting.

4. The ideal candidate will also have the following:
 - a. Experience – a minimum of 2 years practice experience on legal issues relating to low-income people, working in a clinic or legal aid setting.
 - b. Project management skills – the ability to coordinate with program managers and substantive legal experts in soliciting content to serve as the basis for online training materials.
 - c. Training development - Familiarity with adult learning principles as applied to interactive online learning.
 - d. Technology - Comfort and aptitude in working with technology to develop engaging, and user-friendly online public information and training tools for LAWV clients and staff.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered

an all-inclusive listing of work requirements. The individual may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. Staff attorneys are not required to directly solicit funds.

2. The attorney will work with his/her supervisor to develop goals within program priorities and funding; and will work with her/his supervisor to identify individual training needs.

3. The attorney will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to their job. Staff attorneys will account for 100% of their LAWV time in the Case Management system; and using LAWV time sheets, on a bi-weekly basis, with time spent involving private attorneys segregated and identified.

Resignation Requirement:

All staff attorneys are expected to give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Access to Services Manager

PARALEGAL (Non-exempt Employee)

Purpose of Job: To provide high quality professional advocacy for low-income clients on matters that do not require an attorney.

Work Environment: Work performed in the office setting, in administrative law proceedings, and in the community.

Essential Job Functions:

1. Provide legal representation consistent with professional and LAWV organizational standards for the delivery of civil legal services to the poor, and consistent with any requirement of the Legal Services Corporation, LAWV policies in conjunction with this agreement, and all other funding sources. Such representation shall include social security disability cases, Medicaid cases, welfare cases, food stamps cases, and other public benefits matters, as well as assistance with domestic violence protective order proceedings, and other matters on which clients need assistance.
2. The professional responsibility of paralegals is substantially the same as that of lawyers. Paralegals are expected to maintain their own caseloads and files in administrative law proceedings, but subject to the supervision of the attorneys in the office. Paralegals shall have the responsibility for representing clients in administrative hearings to the extent permitted by law. Paralegals shall perform job duties as required by the special grant under which they are hired.
3. Maintain accurate and complete files or records. Timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job.
4. Interact with clients and staff and service providers professionally and appropriately. Work with other staff on client services or other program tasks in a professional manner. Maintain professional relations with service providers from

the paralegal's funding source who make referrals or otherwise coordinate with the program.

5. Within the constraints of the job, attend and participate in statewide planning meetings, trainings and task forces, as well as office meetings.
6. Make an effort to involve private attorneys in the provision of legal services to eligible clients. Paralegals will expend efforts on private attorney involvement to the extent that is possible in their work area, necessary to meet the program obligations for private attorney involvement,

Hiring Qualifications:

1. Must have a minimum of a high school diploma and knowledge of substantive legal issues affecting Must have demonstrable commitment to understanding and addressing issues of low-income persons constituents
2. Must have skills to use office technologies, including learning LAWV case management software.
3. Must be able to balance administrative and client advocacy responsibilities.
4. Good communication skills, both written and oral are required.
5. Ability to organize, prioritize and work independently.

Physical Requirements:

1. While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.
2. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.
3. The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job.

In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All paralegals must give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Supervising Attorney in the office to which assigned.

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. Paralegals shall not be required to directly solicit funds.
2. Paralegals will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.
3. Paralegals will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All Paralegals will account for 100% of their actual time in LAWV Case management system and using LAWV time sheets on a bi-weekly basis, with time spent involving private attorneys segregated and identified.

PARALEGAL 2 (Non-Exempt Employee)

Purpose of Job:

To provide high quality professional advocacy for low-income clients on matters that do not require an attorney.

Scope of Responsibility:

Work performed in the office setting, in administrative law proceedings, and in the community.

Essential Job Functions:

1. Provide legal representation consistent with professional and LAWV organizational standards for the delivery of civil legal services to the poor, and consistent with any requirement of the Legal Services Corporation, LAWV policies in conjunction with this Manual, and all other funding sources. Such representation shall include social security disability cases, Medicaid cases, welfare cases, food stamps cases, and other public benefits matters, as well as assistance with domestic violence protective order proceedings, and other matters on which clients need assistance, as permitted by the grant the Paralegal 2 is funded. In addition, a Paralegal 2 performs his/her job duties with specialized skills/advance knowledge in administrative law.
2. The professional responsibility of Paralegal 2 is substantially the same as that of lawyers. Paralegal 2 are expected to maintain their own caseloads and files in administrative law proceedings, but subject to the supervision of the attorneys in the office. Paralegal 2 shall have the responsibility for representing clients in administrative hearings to the extent permitted by law. Paralegal 2 shall perform job duties as required by the special grant under which they are hired.

3. Maintain accurate and complete files or records. Timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job.
4. Interact with clients and staff and service providers professionally and appropriately. Work with other staff on client services or other program tasks in a professional manner. Maintain professional relations with service providers from the Paralegal 2's funding source who make referrals or otherwise coordinate with the program.
5. Within the constraints of the job, attend and participate in statewide planning meetings, trainings and task forces, as well as office meetings.
6. Make an effort to involve private attorneys in the provision of legal services to eligible clients. Paralegal 2 will expend efforts on private attorney involvement to the extent that is possible in their work area, necessary to meet the program obligations for private attorney involvement.
7. In coordination with the Grants and Training Manager, serve as a mentor and assist with Paralegal trainings.

Job Requirements:

1. Must have demonstrable commitment to understanding and addressing issues of low-income constituents.
2. Must have skills to use office technologies, including learning LAWV case management software.
3. Must be able to balance administrative and client advocacy responsibilities.
4. Must have met one of the following criteria and be performing the essential job functions of a Paralegal 2:
 - a. Four years paralegal experience and successfully completed one of the following: Certified Paralegal Program(CP), ABA approved program of study for Paralegal(s), 2 year associate degree in Paralegal Studies

- b. Three years paralegal experience and successfully completed. Bachelor's degree from an accredited institution which is relevant to the paralegal job duties;
- c. Must have a minimum of five (5) years of LAWV or other Legal Services Paralegal I experience.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. Paralegal 2 shall not be required to directly solicit funds.

2. Paralegal 2 will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.

3. Paralegal 2 will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All Paralegal 2 will account for 100% of their actual time worked in LAWV Case Management System and using LAWV time sheets on a bi-weekly basis, with time spent involving private attorneys segregated and identified.

Resignation Requirement:

All Paralegal 2 are expected to give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Supervising Attorney in the office to which assigned.

PROJECT SUPPORT PARALEGAL (Non-Exempt Employee)

Purpose of Job:

Working with the project team and program directors will receive referrals for project services, perform intakes, conduct initial interviews of project applicants, process intake information in accordance with project/grant requirements, support project attorney(s) on project cases, perform outreach about project services, coordinate community project events to further project goals, engage in strong partnership building, assist with evaluation of project, assist with grant reporting, and engage private attorneys to assist with project services as appropriate and/or required by grants.

Work Environment:

Work performed in the office setting both statewide and local.

Essential Job Functions:

1. Assists project team in the development and implementation of intake for project.
2. Performs interviews and intake for project applicants.
3. Refers and directly connects project applicants and clients to non-legal resources available in the community.
4. Prepares letters and legal documents under direction of project attorney(s) or private attorneys engaged with project.
5. Conducts legal research as assigned by project attorney(s).
6. Helps to maintain accurate case notes and updates on project cases.
7. Working with project attorney(s), assists in maintaining accurate follow-up review on project cases.
8. Collaborates and maintains strong relationships with project partners to coordinate intake and outreach services related to project.

9. Performs significant community outreach regarding project services, including development and distribution of outreach materials at community events.
10. Coordinates and organizes project events in the community working with project partners to serve clients such as clinics and educational workshops.
11. Actively participates in substantive and procedural trainings offered and provided.
12. Participates on a statewide, local and regional level in LAWV meetings and subcommittees.
13. Specializes as necessary in specific LAWV projects to the extent that it will be to the benefit of eligible clients and project team as directed by supervisor.
14. Maintains a level of professional responsibility to clients substantially the same as attorneys with the organization.
15. Maintains project intake case files under the supervision of assigned project attorney(s) and/or project director.
16. Submits all required reports under LAWV and grant requirements as directed.
17. Assists with grant reporting and compliance for project services.
18. Assists with evaluation of project, including engaging clients to perform evaluations of project services.
19. Trains and assists others in performing necessary duties under the project.
20. Works with other project team members and LAWV managers under the supervision of the project supervisor in the implementation, improvement and maintenance of the project.
21. Seeks to involve private attorneys in the provision of project services to eligible clients. Project Support Paralegals will expend efforts on private attorney involvement to the extent that is, in their work area, necessary to meet the project and grant obligations for private attorney involvement.

22. Other duties as assigned by supervisor.

Hiring Qualifications:

1. Must have a minimum of a high school diploma and a minimum of 2 years' experience with and knowledge of substantive legal issues affecting the poor and demonstrated knowledge of legal principles, legal research methods, legal terminology, court systems and legal procedure.
2. Must have skills to use office technologies, including case management, publications, data analysis and Excel software.
3. S(he) should have the ability to organize, prioritize, and work independently.
4. Good communication skills, both written and oral are required.
5. Good interpersonal skills and the ability to interact constructively with diverse populations also required.
6. S(he) must have a working understanding of providing legal services to clients in a multi-site office environment over a broad geographic area.
7. Must demonstrate ability to present statements of fact and law clearly and logically in written and oral form to a variety of audiences.
8. S(he) must have the ability to analyze situations accurately and to adopt an effective course of action and be able to multi-task effectively.
9. S(he) must demonstrate a high level of initiative, effort and commitment towards completing assignments efficiently under minimal supervision in a way that encourages and facilitates cooperation, pride, trust and group identity.
10. Experience with project reporting and/or event planning logistics is desirable.
11. Some statewide and out of state travel required.
12. Some work outside of normal LAWV work hours.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to

stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus. The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All Project Support Paralegals must give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Project Supervisor

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. Project Support Paralegals shall not be required to directly solicit funds.
2. Project Support Paralegals will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.

3. Project Support Paralegals will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All Project Support Paralegals will account for 100% of their actual time worked in LAWV Case Management system and using LAWV time sheets on a bi-weekly basis, with time spent involving private attorneys segregated and identified.

BEHAVIORAL HEALTH ADVOCATE (Non-Exempt Employee)

Purpose of Job:

To improve the quality of behavioral health in West Virginia

Work Environment:

Work performed in the office setting, in behavioral health facilities, and in the community.

Essential Job Functions:

1. Monitoring facility compliance with federal and state laws and regulations guaranteeing consumers' rights.
2. Monitoring the implementation of treatment as defined by the consumers' individualized treatment plan.
3. Reviewing each use of seclusion and restraint with appropriate documentation and record keeping of same.
4. Providing information to consumers about their rights and the mechanisms for participating in treatment and for complaining of violation of patient rights.
5. Providing education to staff regarding patient rights, the patient grievance procedure and staff responsibilities for protecting and assisting consumers in the exercise of their rights.
6. Assisting consumers in the formal and informal resolution of complaints.
7. Assisting consumers in obtaining counsel and access to external advocacy when this is appropriate.
8. Advocating on behalf of consumers or groups of consumers where rules or practices of private or governmental entities are interfering with their rights or creating barriers to appropriate, equal or humane services for consumers.
9. Advocating with respect to program eligibility, access to services, guardianship, community placements, and securing public benefits.

10. Performing duties as outlined in the Hartley decision and Legislative Rule 64 C.S.R. 59, 64 C.S.R 74, or other policies relating to the investigation of abuse or neglect.
11. Keeping detailed records regarding client complaints, investigations, grievances, both formal and informal, and resolution of the same.
12. Maintaining all records and information relating to consumers and to investigations in a strictly confidential manner.
13. Adhering to state and federal and professional laws, regulations, rules, policies and standards for advocacy services.
14. Documenting all activities in a thorough and accurate manner and maintaining files according to a protocol.
15. Providing written reports regarding activities.
16. Participating in training as scheduled by the project supervisor and keeping informed of changes in law or policy affecting job responsibilities.
17. Participating in case/activity review conferences as requested by the project supervisor.
18. Maintaining a respectful and professional attitude toward consumers, facility staff, community behavioral health center staff, professionals, community members, and co-workers.
19. Assuming other responsibilities as assigned by the executive director or the project supervisor.

Hiring Qualifications:

1. Must demonstrate a commitment to understanding and addressing issues of adults with a mental/behavioral health diagnosis.
2. Must have a four-year degree or equivalent experience.
3. Must have skills to use office technologies, including learning LAWV case management software.

4. Must be able to balance administrative and client advocacy responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All behavioral health advocates must give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Behavior Health Advocacy Project Director

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. Behavioral Health Advocates shall not be required to directly solicit funds.

2. Behavior Health Advocate will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.
3. Behavior Health Advocates will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All Behavioral Health Advocates will account for 100% of their actual time work in and using LAWV Case Management System on a bi-weekly basis.

BEHAVIORAL HEALTH ADVOCATE 2 (Non-Exempt Employee)

Purpose of Job:

Serves as a Behavioral Health Advocate to improve the quality of care and life for patients housed at West Virginia's state psychiatric hospitals or consumer clients with behavioral health needs residing in the community.

Work Environment:

Work performed in the office setting, in behavioral health facilities, and in the community.

Essential Job Functions:

A Behavioral Health Advocate 2 shall satisfy all of the duties of a Behavioral Health Advocate and shall, in addition, perform the following duties:

1. Capable of providing high quality advocacy in formal and in-formal forums to obtain appropriate outcomes for patients and clients.
2. Demonstrate a high degree of advocacy by providing quality services as evidenced by closing cases at the appropriate level (advice, brief service, and extended service) as warranted by the facts of the case.
3. Possess a high degree of skill and substantive knowledge in behavioral health issues (i.e. WV state laws, regulations, policies, and practices, Federal laws and regulations, and advocacy).
4. Possess the ability to work independently in addressing identified facility and community issues.
5. Capable of working with all parties involved to achieve creative and viable solution resolutions and provide a more positive living environment for patients and clients.
6. Exceeds position expectation requirements in training and outreach as needed to meet community needs.

7. Capable of identifying systemic issues and analyzing solutions which will impact all patients and clients.
8. Possess the ability to empower patients and clients or those speaking on their behalf (i.e. guardian, conservator).
9. Makes high degree of skill and knowledge available to the rest of the program by developing and providing training to staff.
10. Makes high degree of skill and knowledge available to the rest of the program by mentoring and providing consultation and advice to other staff.
11. Maintains current knowledge level by staying abreast of new developments in advocacy and other behavioral health related topics (i.e. patient/consumer rights, guardianship, conservatorship, treatment approaches, etc.).
12. Actively participate in program staff meetings and a LAWV Task Force.
13. Have experience as a presenter/trainer in LAWV training or other training venues, such as, conferences or trainings provided for facility or community provider staff.
14. Maintain appropriate case files, timely enter appropriate case information in the case management system, timely close and communicate case closure to clients, all in accordance with unit standards and LAWV policies.
15. Demonstrate attempts to gauge satisfaction of patients and clients through appropriate documentation in the case management system.
16. Demonstrate a high degree of advocacy by effectively assisting in hearings by either testifying or providing evidence to the attorneys regarding abuse and neglect to the extent required by his/her position.

Job Requirements:

1. Must have worked as a LAWV Behavioral Health Advocate for 5 years or must have worked at LAWV for three years in a grade level 5 position doing similar work and two years as a LAWV Behavioral Health Advocate.

2. Must have demonstrable commitment to understanding and addressing issues of adults with a mental/behavioral health diagnosis.
3. Highly proficient using case management and WORD software.
4. Must be able to balance administrative and client advocacy responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All Regional Behavioral Health Advocates 2 must give the Employer four (4) weeks written notice of their intent to cease employment with LAHV.

Supervisor:

Behavioral Health Advocate Program Director
Behavioral Health Advocate Associate Director

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties

as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; consideration will be given to the individual's existing caseload; subject to the ethical considerations created by the individual's existing caseload. Regional Behavioral Health Advocates 2 shall not be required to directly solicit funds.

2. Regional Behavioral Health Advocates 2 will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.

3. Regional Behavioral Health Advocates 2 will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All Regional Behavioral Health Advocates 2 will account for 100% of their actual time worked and using LAWV Case Management System on a bi-weekly basis.

REGIONAL OMBUDSMAN (Non-Exempt Employee)

Purpose of Job:

Serves as a certified Ombudsman to protect and improve the quality of care and life for nursing home and other residential long-term care facility residents through complaint resolution, facility visitation and community education.

Work Environment:

Work performed in the office setting, in long-term care facilities, and in the community.

Essential Job Functions:

1. Make unannounced visits to long-term care facilities on a regular basis: (as defined in our contract with the Bureau of Senior Services.)
2. Tour facilities to observe care and treatment of the residents.
3. Record violations of regulations, if any.
4. Inform residents of the Ombudsman Program.
5. Inform residents of their rights.
6. Check facilities to assure that Ombudsman posters are placed in conspicuous public places.
7. Address problems observed in the facilities with the administrators.
8. Receive, investigate and attempt to resolve complaints made by or on behalf of long-term care residents.
9. Speak with resident and/or their legal representative and get permission to proceed with complaint resolution.
10. Involve the resident in complaint resolution, if possible.
11. Inform the administrator of complaints against the long-term care facility and give the administrator a reasonable amount of time to correct the problem.

12. Attempt to resolve the complaint within the facility before referring the complaint to an appropriate authority.
13. Represent residents' interests to government agencies and seek administrative, legal and other remedies to protect residents.
14. Provide information and assistance on long-term care.
15. Educate community members and promote awareness about long-term care issues.
16. Conduct in-service trainings to facility residents and staff on residents' rights.
17. Provide technical assistance for the development of resident and family councils. Identify issues affecting the quality of life for long-term care facility residents and report on these issues to the Regional Ombudsman Supervisor.
18. Coordinate efforts with other agencies and organizations concerned about long-term care.
19. Document complaint resolution and other activities through the uniform statewide reporting system and submit reports to Ombudsman Supervisor on a monthly basis.
20. Recruit and provide on-going training and supervision of volunteers as outlined in LAWV's contract with the Bureau of Senior Services.
21. Maintain awareness of issues affecting residents of long-term care facilities including regulatory changes, by regular attendance at training sessions, state-wide Ombudsman staff meetings, and by reviewing articles or other literature relevant to the issues.
22. Maintain weekly contact with Regional Ombudsman Supervisor.
23. Adhere to state and federal laws, regulations, rules, policies, standards, and code of ethics for the provisions of ombudsman services.

Hiring Qualifications:

1. Must have demonstrable commitment to understanding and addressing issues of low-income constituents.
2. Must meet the qualifications and the requirements of West Virginia Code Section 16-5L-7.
3. Must have skills to use office technologies, including learning LAWV case management software.
4. Must be able to balance administrative and client advocacy responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All regional ombudsman must give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Ombudsman Program Director

Ombudsman Associate Director

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; consideration will be given to the individual's existing caseload; subject to the ethical considerations created by the individual's existing caseload. Ombudsman shall not be required to directly solicit funds.
2. Ombudsman will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.
3. Ombudsman will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All Ombudsman will account for 100% of their actual time worked and using LAWV Case Management System on a bi-weekly basis.

REGIONAL OMBUDSMAN 2 (Non-Exempt Employee)

Purpose of Job:

Serves as a certified Ombudsman to protect and improve the quality of care and life for nursing home and other residential long-term care facility residents through complaint resolution, facility visitation and community education.

Work Environment:

Work performed in the office setting, in long-term care facilities, and in the community.

Essential Job Functions:

A Regional Ombudsman 2 shall satisfy all of the duties of an Ombudsman and shall, in addition, perform the following duties:

1. Capable of providing high quality advocacy in formal and in-formal forums to obtain appropriate outcomes for residents.
2. Possess a high degree of skill and substantive knowledge in elder law issues (i.e. WV state regulations, Federal nursing home regulations), Medicaid policies & issues and advocacy.
3. Possess the ability to work independently in addressing identified facility issues.
4. Capable of working with all parties involved to achieve creative and viable solution resolutions and provide a more positive living environment for residents.
5. Capable of identifying systemic issues and analyzing solutions which will impact all residents.
6. Possess the ability to work to empower residence and those speaking on their behalf.
7. Makes high degree of skill and knowledge available to the rest of the program by assisting in training or staff and community, mentoring and will provide

consultation and advice to other staff.

8. Maintains current knowledge level by staying abreast of new developments in advocacy.
9. Actively participate in LAWV Elder Law Task Force, the Financial Exploitation task force or any other relevant LAWV Task Force.
10. Have experience as a presenter/trainer in LAWV training or other training venues, such as, conferences or trainings provided for facility staff.
11. Maintain appropriate case files, enter appropriate case information in the case management system, close and communicate case closure to clients, all in accordance with Ombudsman standards and LAWV policies.

Job Requirements:

1. Must have worked as a LAWV Ombudsman for 5 years or must have worked at LAWV for three years in a grade level 5 position doing similar work and two years as a LAWV Ombudsman.
2. Must have demonstrable commitment to understanding and addressing issues of low-income constituents.
3. Must meet the qualifications and the requirements of West Virginia Code Section 16-5L-7.
4. Highly proficient using case management and WORD software.
5. Must be able to balance administrative and client advocacy responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All regional ombudsman must give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Ombudsman Program Director

Ombudsman Associate Director

Other Duties:

4. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; consideration will be given to the individual's existing caseload; subject to the ethical considerations created by the individual's existing caseload. Ombudsman shall not be required to directly solicit funds.

5. Ombudsman will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.

6. Ombudsman will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All Ombudsman will account for 100% of their actual time worked and using LAWV Case

Management System on a bi-weekly basis.

LEGAL ASSISTANT (Non-Exempt Employee)

Purpose of Job:

To provide support for LAWV attorneys and paralegals and advice to eligible clients under the supervision of an attorney to the extent permitted by law.

Work Environment:

Work performed in the office setting.

Essential Job Functions:

1. Support through the initial assessment of potential clients to make preliminary determinations concerning case acceptance, drafting of appropriate pleadings, obtaining appropriate information for the relevant disclosure forms, and serving as the primary contact person for the client. Legal Assistants are expected to work closely with clients and the supervising attorney on each case.
2. Legal Assistants are not expected to represent clients in hearings, and while they may keep the files in their offices depending upon the policies of the particular office, the legal assistant is not considered the primary case handler of any case.
3. Maintain accurate and complete files or records. Timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job.
4. Interact with clients and staff and service providers professionally and appropriately. Work with other staff on client services or other program tasks in a professional manner. Develop and nurture good professional relations with service providers who make referrals or otherwise coordinate with the program.
5. Within the time constraints of the job, attend and participate in statewide planning meetings, and trainings, as well as office meetings.
6. Make a substantial effort to involve private attorneys in the provision of legal services to eligible clients. Legal Assistants will expend efforts on private attorney

involvement to the extent that is possible, in their work area, necessary to meet the program obligations for private attorney involvement,

Hiring Qualifications:

1. Must have demonstrable commitment to understanding and addressing issues of low-income constituents.
2. Must be able to type sixty (60) words per minute and operate word processing software.
3. Must have skills to use office technologies, including learning LAWV case management software.
4. Must be able to balance administrative and work responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation may will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Supervisor:

Supervising Attorney in office to which assigned.

Resignation Requirement:

All Legal Assistants must give the Employer two (2) weeks written notice of their intent to cease employment with LAWV.

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload.
2. Legal Assistants also will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.
3. Legal Assistants will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. Legal Assistants will account for 100% of their actual time worked using LAWV electronic time sheets on a bi-weekly basis, with time spent involving private attorneys segregated and identified.

LEGAL ASSISTANT 2 (Non-Exempt Employee)

Purpose of Job:

To provide support for LAWV attorneys and paralegals and advice to eligible clients under the supervision of an attorney to the extent permitted by law.

Work Environment:

Work performed in the office setting.

Essential Job Functions:

1. A Legal Assistant 2 shall satisfy all the duties of a LAWV Legal Assistant and shall, in addition, perform the following duties:
2. Provide high quality support to LAWV attorneys and paralegal.
3. Possess the high degree of skill and knowledge required to perform the duties of a Legal Assistant.
4. Possess high quality writing and communication skills.
5. Accurately follow instructions and work independently to complete assigned tasks.
6. Professionally interact with clients, staff, and service providers. Professional relationships with service providers who make referrals or otherwise coordinate with the program and maintains the relationships to ensure client needs are met.
7. Participates as a presenter/trainer in LAWV and other available trainings.
8. Attends and participates in statewide planning meetings, trainings, and office meetings.
9. Involves private attorneys in the provision of legal services to eligible clients to the extent required by his/her position. Legal Assistant 2 will expend efforts on private attorney involvement to the extent that is possible in their work area, necessary to meet the program obligations for private attorney involvement.
10. Assists in the training and mentoring of Legal Assistant and Legal Secretary

staff.

11. Enters case information fully and contemporaneously in the Case Management System. Maintains well organized files. Adheres to agency standards for compliance with LSC and other special funding requirements.
12. Closes cases accurately and timely, as directed.
13. Maintains/ensures that day to day functions in the offices run smoothly and efficiently.
14. Maintains, organizes, and replenishes brochures.
15. Completes accurate intakes both telephonically and in person.
16. Keeps records and contact information for various vendors and services needed by the office.

Job Requirements:

1. Must have worked as a LAWV Legal Assistant for 5 years.
2. Must have demonstrable commitment to understanding and addressing issues of low-income constituents.
3. Highly proficient using LAWV case management and WORD software.
4. Must be able to balance administrative and work responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation

will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Supervisor:

Supervising Attorney in office to which assigned.

Resignation Requirement:

All Legal Assistants 2 must give the Employer two (2) weeks written notice of their intent to cease employment with LAWV.

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload.
2. Legal Assistants 2 also will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.
3. Legal Assistants 2 will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. Legal Assistants 2 will account for 100% of their actual time worked using LAWV electronic time sheets on a bi-weekly basis, with time spent involving private attorneys segregated and identified.

LEGAL SECRETARY (Non-Exempt Employee)

Purpose of Job:

To provide support for LAWV attorneys and paralegals

Work Environment:

Work performed in the office setting.

Essential Job Functions:

1. Perform the full range of tasks generally expected of legal secretaries. Legal secretaries shall perform other clerical duties as per local office procedure.
2. Maintain accurate and complete files or records. Timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job.
3. Interact with clients, staff and service providers professionally and appropriately. Work with other staff on client services or other program tasks in a professional manner. Develop and nurture good professional relations with service providers who make referrals or otherwise coordinate with the program.
4. Within the constraints of the job, attend and participate in statewide planning meetings and trainings, as well as office meetings. Make an effort to involve private attorneys in the provision of legal services to eligible clients. Legal Secretaries will expend efforts on private attorney involvement to the extent that is, in their work area, necessary to meet the program obligations for private attorney involvement.

Hiring Qualifications:

1. Must have demonstrable commitment to understanding and addressing issues of low-income constituents.
2. Must be able to type sixty (60) words per minute and operate word processing software.

3. Must have skills to use office technologies, including learning LAWV case management software.
4. Must be able to balance administrative and work responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation may will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All Legal Secretaries must give the Employer two (2) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Supervising Attorney in office to which assigned.

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload.

2. The employee will also work with supervisor to develop goals within program priorities and funding; and work with supervisor to identify individual training needs.
3. Legal Secretaries will account for 100% of their actual time worked using LAWV electronic time sheets on a bi-weekly basis, with time spent involving private attorneys segregated and identified.

REGIONAL FAMILY SUPPORT SPECIALIST (Non-Exempt Employee)

Purpose of Job:

To support families in navigating West Virginia's child serving systems (mental health, child welfare, juvenile justice and education) and provide regional/statewide peer support services.

Work Environment:

Work performed in the office setting and in the community. (i.e. behavioral health facilities, schools)

Essential Job Functions:

1. Offering support, encouragement and coping mechanisms to the parent/legal guardian
2. Providing in-person support to parent/legal guardian in meetings at school and other locations in the community and during court hearings
3. Gathering and maintaining self-help materials and other family resources
4. Providing self-help materials to the parent/legal guardian to educate them on specific needs of the child/family
5. Educating and assisting the parent/legal guardian in accessing community services
6. Appropriately identifying advocacy needs and refer to internal resources accordingly
7. Recruiting and maintaining a network of Family Partner volunteers ensuring certificate requirements and competency thresholds are met in accordance with the desired volunteer service tier
8. Coordinating assignments of Family Partner volunteers including tracking and reporting activities accordingly

9. Linking Family Partner volunteers to a parent/caregiver in need of individual support, encouragement, coping mechanisms or advocacy as appropriate
10. Connecting individuals in need of group peer support to existing groups for encouragement, networking and listening to life experiences from a peer perspective
11. Establishing, maintaining and facilitating peer support groups which promote opportunities for networking and listening to life experiences from a peer perspective
12. Maintaining all records and information relating to child/families in a strictly confidential manner
13. Adhering to state and federal and professional laws, regulations, rules, policies and standards for program services
14. Documenting all activities in a thorough and accurate manner and maintaining files according to LAWV standards and protocols.
15. Providing written reports regarding activities.
16. Participating in training as scheduled by the project supervisor and keeping informed of changes in law or policy affecting job responsibilities.
17. Participating in case/activity review conferences as requested by the project supervisor.
18. Maintaining a respectful and professional attitude toward clients, community members, professionals and co-workers.
19. Plans, develops, and participates in parent/legal guardian involvement programs and events.
20. Providing information and training to ensure effective family voice in and navigation of child serving systems:
 - a. Support families to become/remain engaged to participate constructively in service planning processes for their children

- b. Help parents/caregivers understand systems access, treatment planning process, roles and responsibilities of team members, and importance of record keeping
 - c. Provide assistance to families within their cultural setting as needed. Settings include home, office appointments, meetings, telephone conversations, etc.
21. Present to local, regional, and state partners on family involvement and establish clear lines of communication with community partners to assure clarity of role and purpose for family component.
22. Model strength-based approaches to involve parent-professional partnerships.
23. Assuming other responsibilities as assigned by the executive director or the project director.

Hiring Qualifications:

1. Must demonstrate a commitment to supporting families of children with mental health needs.
2. Must demonstrate an understanding of parenting a child with complex needs, child serving systems, and available resources.
3. Must have a four-year degree or equivalent experience.
4. Must have skills to use office technologies, including learning LAWV case management software.
5. Must be able to balance administrative and family peer support responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individual with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All behavioral health advocates must give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Behavior Health Advocacy Project Director

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. Behavioral Health Advocates shall not be required to directly solicit funds.
2. Family Support Specialist will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.
3. Family Support Specialist will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All

Family Support Specialist will account for 100% of their actual time worked using LAWV electronic time sheets on a bi-weekly basis.

REGIONAL FAMILY SUPPORT SPECIALIST 2 (Non-Exempt Employee)

Purpose of Job:

Serves as a Regional Family Support Specialist 2 to help support families navigating West Virginia's child serving systems (mental health child welfare, juvenile justice and education) while effectively providing regional/statewide peer support services to meet their needs.

Work Environment:

Work performed in the office setting and in the community.

Essential Job Functions:

A Regional Family Support Specialist 2 shall satisfy all of the duties of a Regional Family Support Specialist and shall, in addition, perform the following duties:

1. Capable of providing high quality support, encouragement, and coping mechanisms in formal and in-formal forums to meet the needs of children or their families.
2. Possess a high degree of skill and substantive knowledge in children's mental health issues (i.e. WV state laws, regulations, policies, and practices, Federal laws and regulations, peer support models and family engagement).
3. Possess a high level of knowledge in and local/statewide resources available for children and families.
4. Possess the ability to work independently in supporting identified family issues.
5. Capable of assessing and creatively supporting children and families to achieve individual needs.
6. Capable of recruiting and maintaining a network of Family Partner volunteers exceeding the position expectation requirements.
7. Exceeds position expectation requirements for peer support and outreach.

8. Possess the ability to empower children and their families or those speaking on their behalf (i.e. guardian).
9. Makes high degree of skill and knowledge available to the rest of the program by developing and providing training to staff on peer support services.
10. Makes high degree of skill and knowledge available to the rest of the program by mentoring and providing consultation and advice to other staff.
11. Maintains current knowledge level by staying abreast of new developments in children's mental health topics (i.e. special education law, family engagement, peer-to-peer support, trauma, person centered approaches, etc.).
12. Actively participate in program staff meetings and a LAWV Task Force.
13. Have experience as a presenter/trainer in LAWV training or other training venues, such as, conferences, workshops and seminars.
14. Maintain appropriate case files, timely enter appropriate case information in the case management system, timely close and communicate case closure to clients, all in accordance with unit standards and LAWV policies.
15. Demonstrate attempts to gauge satisfaction of clients through appropriate documentation in the case management system.
16. Capable of effectively linking family partner volunteers to parents for support and connecting individuals to existing support groups.

Job Requirements:

1. Must have worked as a LAWV Regional Family Support Specialist for 5 years or must have worked at LAWV for three years in a grade level 3 position doing similar work and two years as a LAWV Regional Family Support Specialist.
2. Must have demonstrable commitment to understanding and supporting families of children with mental health needs.
3. Highly proficient using case management and WORD software.
4. Must be able to balance administrative and client advocacy responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All Regional Family Support Specialist 2 must give the Employer four (4) weeks written notice of their intent to cease employment with LAWW.

Supervisor:

Behavioral Health Advocate Program Director

Behavioral Health Advocate Associate Director

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; consideration will be given to the individual's existing caseload; subject to the ethical considerations created by the individual's existing caseload. Regional Family Support Specialist 2

shall not be required to directly solicit funds

2. Regional Family Support Specialist 2 will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.

3. Regional Family Support Specialist 2 will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All Regional Family Support Specialist 2 will account for 100% of their actual time worked and using LAWV electronic time sheets on a bi-weekly basis.

REGIONAL FAMILY ADVOCATE (Non-Exempt Employee)

Purpose of Job:

To help families navigate West Virginia's child serving systems (mental health, child welfare, juvenile justice and education) while effecting advocating to meet their needs.

Work Environment:

Work performed in the office setting and in the community.

Essential Job Functions:

1. Advocating on behalf of the child/legal guardian by representing their position as well as advocating on their behalf where rules or practices of private or governmental entities are interfering with their rights or creating barriers to appropriate, equal or humane services.
2. Advocating with respect to program eligibility, access to services, guardianship, community placements, and securing public benefits.
3. Assisting families in acquiring the knowledge necessary to understand and address the specific needs of the parent/legal guardian in interpreting choices offered by service providers, schools, etc.
4. Assisting the parent/legal guardian with understanding policies, procedures and regulations that impact the child while living in the community or in placement.
5. Assisting the parent/legal guardian in the establishment and maintenance of linkages with formal and informal services.
6. Providing guidance and linkage to individual and/or peer support.
7. Building partnerships with professionals through non-adversarial advocacy.
8. Representing parent/youth voice at the local, regional and state level to ensure input is provided and considered.

9. Presenting training to families and professionals that increase the level of competency in areas relevant to children's mental health.
10. Assist in establishing, maintaining, and facilitating peer support groups to promote opportunities for networking and listening to life experiences from a peer perspective.
11. Ensuring the compliance of treatment and services as defined by the clients' individualized treatment or education plan.
12. Assisting in oversight and training to regional volunteers including providing service assignments.
13. Providing information to parent/legal guardian about their rights and the importance of participating in meetings regarding treatment and services for their child.
14. Providing family engagement strategies to family members and professional partners.
15. Assisting parent/legal guardian in the formal and informal resolution of complaints.
16. Assisting parent/legal guardian in obtaining counsel and access to external advocacy when this is appropriate.
17. Oversee the planning and implementation of training events for parents/legal guardians and professionals.
18. Maintaining all records and information relating to child/families in a strictly confidential manner.
19. Adhering to state and federal and professional laws, regulations, rules, policies and standards for advocacy services.
20. Documenting all activities in a thorough and accurate manner and maintaining files according to LAWV standards and protocols.
21. Providing written reports regarding activities.

22. Participating in training as scheduled by the project supervisor and keeping informed of changes in law or policy affecting job responsibilities.
23. Participating in case/activity review conferences as requested by the project supervisor.
24. Maintaining a respectful and professional attitude toward clients, community members, professionals and co-workers.
25. Representing the interest of families in state and regional policy development and other state projects.
26. Presenting to local, regional, and state partners on family involvement and establish clear lines of communication with community partners to assure clarity of role and purpose for family component.
27. Model strength-based approaches to involve parent-professional partnerships.
28. Providing outreach and education to communities about children's mental health services; including need for care, access to services, and effectiveness of services received.
29. Assuming other responsibilities as assigned by the executive director or the project director.

Hiring Qualifications:

1. Must demonstrate a commitment to supporting families of children with mental health needs.
2. Must have a four-year degree or equivalent experience.
3. Must have skills to use office technologies, including leaning LAWV case management software.
4. Must be able to balance administrative and client advocacy responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individual with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All behavioral health advocates must give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Behavior Health Advocacy Project Director

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. Behavioral Health Advocates shall not be required to directly solicit funds.

2. Family Advocate will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.

3. Family Advocate will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All Family Advocates will account for 100% of their actual time worked in LAWV Case Management System on a bi-weekly basis.

REGIONAL FAMILY ADVOCATE 2 (Non-Exempt Employee)

Purpose of Job:

Serves as a Regional Family Advocate to help families navigate West Virginia's child serving systems (mental health child welfare, juvenile justice and education) while effectively advocating to meet their needs.

Work Environment:

Work performed in the office setting and in the community.

Essential Job Functions:

A Regional Family Advocate 2 shall satisfy all of the duties of a Regional Family Advocate and shall, in addition, perform the following duties:

1. Capable of providing high quality advocacy in formal and in-formal forums to obtain appropriate outcomes for children or their families.
2. Demonstrate a high degree of advocacy by providing quality services as evidenced by closing cases at the appropriate level (advice, brief service, and extended service) as warranted by the facts of the case.
3. Possess a high degree of skill and substantive knowledge in children's mental health issues (i.e. WV state laws, regulations, policies, and practices, Federal laws and regulations, and advocacy).
4. Possess the ability to work independently in addressing identified community issues.
5. Capable of working with all parties involved to achieve creative and viable solution resolutions and provide a more positive life for children and their families.
6. Exceeds position expectation requirements in training and outreach as needed to meet community needs.
7. Capable of identifying systemic issues and analyzing solutions which will impact all clients.

8. Possess the ability to empower children and their families or those speaking on their behalf (i.e. guardian).
9. Makes high degree of skill and knowledge available to the rest of the program by developing and providing training to staff.
10. Makes high degree of skill and knowledge available to the rest of the program by mentoring and providing consultation and advice to other staff.
11. Maintains current knowledge level by staying abreast of new developments in advocacy and other children's mental health related topics (i.e. special education law, family engagement, peer-to-peer support, trauma, person centered approaches, etc.).
12. Actively participate in program staff meetings and a LAWV Task Force.
13. Have experience as a presenter/trainer in LAWV training or other training venues, such as, conferences, workshops and seminars.
14. Maintain appropriate case files, timely enter appropriate case information in the case management system, timely close and communicate case closure to clients, all in accordance with unit standards and LAWV policies.
15. Demonstrate attempts to gauge satisfaction of clients through appropriate documentation in the case management system.

Job Requirements:

1. Must have worked as a LAWV Regional Family Advocate for 5 years or must have worked at LAWV for three years in a grade level 5 position doing similar work and two years as a LAWV Regional Family Advocate.
2. Must have demonstrable commitment to understanding and supporting families of children with mental health needs.
3. Highly proficient using case management and WORD software.
4. Must be able to balance administrative and client advocacy responsibilities.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All Regional Family Advocates 2 must give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

Behavioral Health Advocate Program Director
Behavioral Health Advocate Associate Director

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; consideration will be given to the individuals existing caseload; subject to the ethical considerations created by the individual's existing caseload. Regional Family Advocates 2 shall not be required to directly solicit funds.

2. Regional Family Advocates 2 will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.
3. Regional Family Advocates 2 will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All Regional Family Advocates 2 will account for 100% of their actual time worked and using LAWV Case Management System on a bi-weekly basis.

ATLAS PARALEGAL (Non-exempt Employee)

Purpose of Job:

Working with the ATLAS project team, program directors and regional office staff will receive inter-departmental referrals for services, perform intake, conduct initial interviews of all potential clients and process the intake information to ensure optimal services are given to clients qualifying for services under the supervision of an assigned attorney.

Work Environment:

Work performed in the office setting both statewide and local.

Essential Job Functions:

1. Assists ATLAS team in the development, implementation, training and revising of intake protocols on a statewide basis.
2. Works with office teams and supervisors to develop and implement improved intake systems.
3. Performs interviews, intake, advice and brief services under the direction of assigned ATLAS attorney on subjects covered under LAWV policies.
4. Prepares letters and legal documents under direction of ATLAS attorney supervisor.
5. Conducts investigation and legal research as assigned by ATLAS attorney.
6. Refers ATLAS intake clients to non-legal resources available in the community.
7. Completes special assignments for ATLAS intake clients relating to legal actions as assigned.
8. Maintains accurate follow-up system to review ATLAS cases when appropriate.
9. Keeps informed of new rules, regulations and legislation pertinent to the

organization.

10. Processes ATLAS intake cases in accordance with requirements of various grants.
11. Actively participates in substantive and procedural trainings offered and provided.
12. Participates on a statewide, local and regional level in LAWV meetings and subcommittees.
13. Specializes as necessary in specific LAWV projects to the extent that it will be to the benefit of eligible clients and ATLAS team as directed by supervisor.
14. Maintains a level of professional responsibility to clients substantially the same as attorneys with the organization.
15. Maintains ATLAS intake case files under the supervision of assigned ATLAS attorney and/or ATLAS Supervising Attorney.
16. Submits all required reports under LAWV and grant requirements as directed.
17. Trains and assists others in performing necessary duties under the ATLAS project.
18. Works with other ATLAS team members and LAWV managers under the supervision of ATLAS attorney supervisor in the implementation, improvement and maintenance of the project.
19. Coordinates statewide training of intake services available under various grants with local LAWV offices.
20. Staff Tuesday evening intake hours (in accordance to Section 6.1)
21. Other duties as assigned by supervisor.

Hiring Qualifications:

1. Must have a minimum of a high school diploma and a minimum of 2 years' experience with and knowledge of substantive legal issues affecting the poor and

demonstrated knowledge of legal principles, legal research methods, legal terminology, court systems and legal procedure.

2. Should be experienced using case management software and modern technology tools.
3. S(he) should have the ability to organize, prioritize, and work independently.
4. Good communication skills, both written and oral are required.
5. Good interpersonal skills and the ability to interact constructively with diverse populations also required.
6. S(he) must have a working understanding of providing legal services to clients in a multi-site office environment over a broad geographic area.
7. Must demonstrate ability to present statements of fact and law clearly and logically in written and oral form to a variety of audiences.
8. S(he) must have the ability to analyze situations accurately and to adopt an effective course of action and be able to multi-task effectively.
9. S(he) must demonstrate a high level of initiative, effort and commitment towards completing assignments efficiently under minimal supervision in a way that encourages and facilitates cooperation, pride, trust and group identity.
10. Specialist must display high standards of ethical conduct.
11. Some statewide travel required.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus. The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the

Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All ATLAS Paralegals must give the Employer four (4) weeks written notice of their intent to cease employment with LAWV.

Supervisor:

ATLAS Supervising Attorney

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. ATLAS Paralegals shall not be required to directly solicit funds.
2. ATLAS Paralegals will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.
3. ATLAS Paralegals will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All ATLAS Paralegals will account for 100% of their actual time worked in LAWV case management system and using LAWV time sheets on a bi-weekly basis, with time spent involving private attorneys segregated and identified.

ATLAS PARALEGAL 2 (Non-Exempt Employee)

Purpose of Job:

Working with the ATLAS project team, program directors and regional offices staff will receive referrals for services, perform intake, conduct initial interviews of all potential clients and process the intake information to ensure optimal services are given to clients qualifying for services under the supervision of an assigned attorney. Will mentor and provide training and support to ATLAS Paralegals.

Work Environment:

Work performed in the office setting both statewide and local.

Essential Job Functions:

1. Assists ATLAS team in the development, implementation, training and revising of intake protocols on a statewide basis.
2. Works with office teams and supervisors to develop and implement improved intake systems.
3. Performs interviews, intake, advice and brief services under the direction of assigned ATLAS attorney on subjects covered under LAWV policies. An ATLAS Paralegal 2 performs her/his job duties with specialized skills/advanced knowledge in areas assigned to ATLAS.
4. Prepares letters and legal documents under direction of ATLAS attorney supervisor.
5. Conducts investigation and legal research as assigned by ATLAS attorney.
6. Refers ATLAS intake clients to non-legal resources available in the community.
7. Completes special assignments for ATLAS intake clients relating to legal actions as assigned.
8. Actively participate in the staffing and support of the LAWV Tuesday

evening intake hours. Participation including performing interviews, intake, advice and brief service under the direction of the assigned attorney. (Those employees identified in section 6.1 of the CBA will not be precluded from an ATLAS 2 position due to this requirement).

9. Maintains accurate follow-up system to review ATLAS cases when appropriate.
10. Keeps informed of new rules, regulations and legislation pertinent to the organization.
11. Processes ATLAS intake cases in accordance with requirements of various grants.
12. Actively participates in substantive and procedural trainings offered and provided.
13. Participates on a statewide, local and regional level in LAWV meetings and subcommittees.
14. Specializes, as necessary, in specific LAWV projects to the extent that it will be to the benefit of eligible clients and ATLAS team as directed by supervisor.
15. Maintains a level of professional responsibility to clients substantially the same as attorneys with the organization.
16. Maintains ATLAS intake case files under the supervision of assigned ATLAS attorney and/or project director.
17. Submits all required reports under LAWV and grant requirements as directed.
18. Trains, mentors, and assists others in performing necessary duties under the ATLAS project.
19. Works with other ATLAS team members and LAWV managers under the supervision of ATLAS Supervising Attorney in the implementation, improvement and maintenance of the project.

20. Coordinates statewide training of intake services available under various grants with local LAWV offices.
21. Other duties as assigned by supervisor.

Job Requirements:

1. Must have met one of the following criteria and be performing the essential job functions of a ATLAS Paralegal 2:
 - a. Four years paralegal experience and successfully completed one of the following: Certified Paralegal Program(CP), ABA approved program of study for Paralegal(s), 2 year associate degree in Paralegal Studies.
 - b. Three years paralegal experience and successfully completed
 - c. Bachelor's degree from an accredited institution which is relevant to the paralegal job duties;
 - d. Must have a minimum of five (5) years of LAWV or other Legal Services Paralegal I experience.
2. Must have knowledge of substantive legal issues affecting the poor and demonstrated knowledge of legal principles, legal research methods, legal terminology, court systems and legal procedure.
3. Should be experienced using case management software and modern technology tools.
4. S(he) should have the ability to organize, prioritize, and work independently.
5. Good communication skills, both written and oral are required.
6. Good interpersonal skills and the ability to interact constructively with diverse populations also required.
7. S(he) must have a working understanding of providing legal services to clients in a multi-site office environment over a broad geographic area.
8. Must demonstrate ability to present statements of fact and law clearly and logically in written and oral form to a variety of audiences.

9. S(he) must have the ability to analyze situations accurately and to adopt an effective course of action and be able to multi-task effectively.
10. S(he) must demonstrate a high level of initiative, effort and commitment towards completing assignments efficiently under minimal supervision in a way that encourages and facilitates cooperation, pride, trust and group identity.
11. Specialist must display high standards of ethical conduct.
12. Some statewide travel required.

Physical Requirements:

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, or handle, objects, tools, controls or equipment; reach with hands and arms; talk or hear; drive. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus. The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act, reasonable accommodation will be made to enable individuals with disabilities to perform the essential functions and physical requirements.

Resignation Requirement:

All ATLAS Paralegal 2 must give the Employer four (4) weeks written notice of their intent to cease employment with LAWW.

Supervisor:

ATLAS Supervising Attorney

Other Duties:

1. The statements contained in this job description reflect general details necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility. It should not be considered

an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods or to otherwise balance the workload; subject to the ethical considerations created by the individual's existing caseload. ATLAS Paralegal 2 shall not be required to directly solicit funds.

2. ATLAS Paralegal 2 will work with their supervisor to develop goals within program priorities and funding; and will work with their supervisor to identify individual training needs.

3. ATLAS Paralegal 2 will timely prepare reports and complete forms and records necessary for client services or administrative tasks related to job. All ATLAS Paralegal 2 will account for 100% of their actual time worked in LAWV Case Management System and using LAWV time sheets on a bi-weekly basis, with time spent involving private attorneys segregated and identified.

CHART A

This chart reflects salary ranges for union employees **after** the reduction for non-contributory health insurance premiums as stated in Section 4.1-Salary Ranges.

Job Class	Grade	Salary ranges		
		Minimum	Midpoint	Maximum
Legal Secretary	1	\$19,314	\$24,268	\$33,959
Legal Assistant	2	\$21,798	\$27,399	\$38,168
Legal Assistant 2	3	\$21,798	\$27,399	\$38,168
FAST Family SS	3	\$25,244	\$31,706	\$42,288
ATLAS Paralegal	3	\$25,244	\$31,706	\$42,288
ATLAS Paralegal 2	4	N/A	\$33,769	\$48,836
FAST Family SS 2	4	N/A	\$33,769	\$48,836
Paralegal	4	\$27,299	\$33,769	\$48,836
Paralegal 2	5	N/A	\$36,990	\$55,297
Behavioral Advocate	5	\$29,452	\$36,990	\$55,297
FAST Family Advocate	5	\$29,452	\$36,990	\$55,297
Ombudsman	5	\$29,452	\$36,990	\$55,297
Behavioral Advocate 2	6	N/A	\$39,275	\$58,840
FAST Family Advocate 2	6	N/A	\$39,275	\$58,840
Ombudsman 2	6	N/A	\$39,275	\$58,840
Attorney	7	\$41,230	\$49,505	\$84,072
Attorney 2	8	N/A	\$56,900	\$95,668