
CONTRACT

between

Lambda Legal

and

WASHINGTON-BALTIMORE NEWS GUILD

Local 32035, TNG-CWA, AFL-CIO

July 1, 2019 through June 30, 2022

CONTENTS

Preamble	1
Article 1. Recognition/Coverage.....	1
Article 2. Union Security & Dues Deduction	1
Article 3. Information Furnished to the Guild	2
Article 4. Union Rights	3
Article 5. Grievance Procedure.....	3
Article 6. Hiring and Promotions	4
Article 7. Discipline and Discharge	5
Article 8. Reduction in Force.....	6
Article 9. Seniority	6
Article 10. Professional Development	7
Article 11. Access to Personnel Files.....	7
Article 12. Severance Pay	8
Article 13. Hours and Overtime	9
Article 14. Holidays	11
Article 15. Vacation	12
Article 16. Other Paid and Unpaid Leaves.....	12
Article 17. Benefits	13
Article 18. Minimum Salaries.....	16
Article 19. Expenses	17
Article 20. Miscellaneous	17
Article 21. Non-Discrimination and Equal Employment Opportunity	19
Article 22. Performance Evaluations	20
Article 23. No Strike No Lockout.....	20
Article 24. Management's Rights	20
Article 25. Duration	21
Appendix A. Minimum Salaries	22
Appendix B. Salary Grades.....	24
Appendix C. Dues Deduction Agreement.....	26
Side Letter: Summer Fridays	27

PREAMBLE

This Agreement is made effective this July 1 date of 2019, between the Lambda Legal Defense & Education Fund, Inc. (the "Employer" of Lambda Legal) and the Washington-Baltimore News Guild (the "Guild"), chartered by The News Guild-Communications Workers of America as Local 32035, for itself and on behalf of all the employees described in Article 1.

ARTICLE 1. RECOGNITION/COVERAGE

Section 1 Recognition

Lambda Legal hereby recognizes the Guild as the exclusive representative of all employees in the bargaining unit as described in Section 2.

Section 2 Bargaining Unit

This Agreement covers all employees of Lambda Legal performing the kind of work normally performed within the bargaining unit in all departments and offices or places of business including the Legal Administrative Manager; the Youth in Out-of-Home Project Director; the Fair Courts Project Director; the Sr. Major Gifts Officers; and the HIV Project Director, except supervisors and managerial and confidential employees including the Digital Director; the Legal Help Desk Director; the Director, Marketing & Editorial; Senior Counsels; and Senior Executive Assistant to the Legal Director; as defined by the National Labor Relations Act.

Section 3 Employees

Unless otherwise specified, the term "employees" as used in this Agreement shall mean employees in the Guild bargaining unit.

ARTICLE 2. UNION SECURITY & DUES DEDUCTION

Section 1 Guild Members in Good Standing

It shall be a condition of employment that all employees of Lambda Legal in the bargaining unit referred to in Article 1 who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing. All new employees shall on the 31st day following their first day of work become and remain members in good standing in the Guild. The provisions of this Article shall be effective, implemented, and administered in accordance and consistent with applicable provisions of federal and state laws.

Section 2 Dues

Lambda Legal shall, in compliance with all applicable law and on the basis of individually-signed voluntary check-off authorization cards provided to Lambda Legal by the Guild, deduct dues or fees equivalent to dues and assessments levied by the Guild for the current month. These amounts shall be deducted from employees' wages and sent to the Guild on the fifteenth and last day of the month. Deductions will begin with the next full pay period following Lambda Legal's receipt of the check-off authorization. Attached hereto as "Appendix C" is a copy of the Guild's Assignment and Authorization to Deduct Guild Membership Dues.

Section 3 Payroll Deductions for CWA Political Action Fund

Lambda Legal shall provide for payroll deductions for the CWA Political Action Fund (PAF) on behalf of employees who authorize such deductions in writing.

Section 4 Indemnification

The Guild agrees to indemnify and hold Lambda Legal harmless from any and all claims, suits, judgments, attachments, and any other liability resulting from any deduction from wages made in accordance with this Article.

ARTICLE 3. INFORMATION FURNISHED TO THE GUILD

Section 1 Annual Information

Lambda Legal will furnish the Guild annually the following information in connection with employees represented by the Guild:

- a) Name
- b) Hire date
- c) Job title
- d) Rate of pay -- hourly or salary
- e) Work location
- f) Date of birth
- g) Ethnicity
- h) Gender identity
- i) Home address

Section 2 Changes to the staff

Lambda Legal shall notify the Guild, the officers and others appointed by the Guild by email of:

- a) New unit employees, including all the information required in Section 1, to the extent Lambda Legal has it, within one week after the employee's start date.
- b) Any resignations, terminations, retirements, and deaths of employees within 72 hours Lambda Legal's knowledge of such an event.

Section 3 Quarterly Information

- a) Names of interns and Fellows, along with department and for what purpose or project and length of time.
- b) Changes in job title and salary with effective date.
- c) Material changes in job descriptions and job responsibilities.

ARTICLE 4. UNION RIGHTS

Section 1 Union Meetings

Up to four times per year and subject to availability and upon reasonable request by the Guild, Lambda Legal, to the extent it does not interfere with Lambda Legal's organizational needs, shall provide space on its premises and use of its communications technology for meetings of unit employees at mutually agreeable times. Employees can use their lunch break to attend Guild meetings.

Section 2 Conduct of Guild Business by Bargaining Unit Employee Representatives

Upon request by the Guild, employees designated in writing as Guild representatives or stewards shall be granted limited time off from work, without loss of pay, to conduct necessary union business such as administering the contract and grievance handling and resolution. The Guild's request for leave will be submitted as far in advance as practicable and leave requests shall be granted, to the extent it does not interfere with Lambda Legal's business needs. No more than two Guild members shall be entitled to union business leave pursuant to this subsection at any time. The Guild shall notify Lambda Legal in writing of all employee designees under this section.

Section 3 Bargaining Committee

The bargaining committee, whose size may be up to 10% of the bargaining unit, designated by the Guild will be excused from work, without loss of pay, to participate in negotiations, including caucuses during bargaining sessions. Leave under this section shall be in addition to Guild leave in Section 2. The Guild shall notify Lambda Legal of the members of the committee prior to the commencement of negotiations.

Section 4 Bulletin Boards

To facilitate communication with bargaining unit employees, the Guild shall be provided with suitable bulletin board space, where practicable, for the posting of notices and information concerning Guild activities. Such bulletin boards shall be situated in locations where government legal notices and other announcements are posted.

ARTICLE 5. GRIEVANCE PROCEDURE

Section 1 Grievance Definition

The Guild shall designate a committee (the "union grievance committee") of its own choosing to take up with the employer or authorized agent any matter arising from the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement) (a "grievance").

Section 2 Grievance Procedure

A. Steps in grievance procedure

Step 1

Within 10 business days after a Guild officer or representative of the Guild learns, or should have learned of an event giving rise to a grievance, the Guild or any aggrieved employee(s)

shall notify the Human Resources Manager in writing of the nature of the violation, the provision(s) of the Agreement alleged to be violated, and the remedy requested. The Human Resources Manager shall respond to the Guild and any aggrieved employee(s) in writing within 10 business days.

Step 2

If no settlement agreement is reached in Step 1, a representative of Lambda Legal's choosing shall meet with no more than three (3) members of the grievance committee and a representative from the Guild. Lambda Legal shall provide the Guild with the company's answer to the grievance within 10 business days of such meeting. If the Guild does not appeal the grievance to step 3 within 10 business days after receiving that answer the grievance will be deemed settled in accordance with the company's disposition.

Step 3 Arbitration

Within thirty (30) days of the Step 2 meeting, if no settlement of the grievance is reached in step 2, the Guild may submit a demand for binding arbitration. If, on initiation of arbitration, the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, hearing room costs) shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

- B. Up to five (5) hours per month for each employee's efforts to resolve filed grievances shall be made on employer time.
- C. The time limits set forth above may be extended by mutual consent of the Parties, in writing.

Section 3 Expedited Arbitration

Cases of suspension or discharge may be submitted to expedited arbitration after Step 2.

Section 4 Arbitrator's Award

The arbitrator shall have no power or authority to amend, alter, or modify this Agreement.

ARTICLE 6. HIRING AND PROMOTIONS

Section 1 Hiring/Internal Applicants

Lambda Legal shall notify all employees, by email, of any vacancy in an existing or newly created unit position it intends to fill. Such notice shall be provided at least ten (10) business days in advance of any external advertisement of the position. If an existing employee declares interest in a vacant position before it is externally advertised, Lambda Legal will interview the internal candidate prior to interviewing any external candidates provided that the internal candidate satisfies the minimal qualifications for the position.

Qualifications for the position shall be posted. Applicants shall be chosen based on their qualifications, overall experience, skill, and job-related knowledge, as determined by Lambda Legal.

Where the qualifications of an internal applicant and an outside applicant are substantially equal, Lambda Legal shall award the position to the deserving internal applicant.

Where Lambda Legal is deciding between two internal applicants whose qualifications are substantially equal, seniority shall be given consideration.

If an employee is not awarded the position, upon the employee's request, Lambda Legal shall meet with the employee and, at the employee's option, a representative of the Guild to discuss the reasons the employee was not selected.

Section 2 New Hires

Employees shall be considered probationary employees for no more than three months and are not subject to Article 7, Section 1 for purposes of discipline or discharge. New hires are entitled to a written review by their supervisor at the end of the probationary employment.

ARTICLE 7. DISCIPLINE AND DISCHARGE

Section 1 Just Cause

Employees with more than three months of continuous service shall not be subject to discipline or discharge without just cause. Other than for gross misconduct, the Guild and the employee shall be notified in writing at least two weeks in advance of each dismissal with specifications of the facts alleged to constitute just cause. The Employer may pay two weeks' salary in addition to the appropriate severance pay (if any), in lieu of notice to the Guild and the employee where notice is required.

Section 2 Notification to the Employee and the Guild

The Guild and the employee shall be notified in writing of the discipline or discharge.

Section 3 Records of Discipline

Any documents related to attendance violations and verbal warnings or coachings, shall not be taken into consideration one year after issuance if the issue is rectified and shall be removed upon the employee's request.

Any documents related to written warnings shall not be taken into consideration three years after issuance if the issue is rectified.

Any documents related to suspensions, employee improvement plans, or disciplinary leaves of absence shall not be taken into consideration five years after the issuance if the issue is rectified.

Decisions regarding merit increases, promotions, and bonuses shall not take into consideration employee performance reviews other than the most recent performance review.

Following one year from the date of any discipline, an employee may request in writing that a

supervisor confirm that the issue has been rectified. If the issue has been rectified, the supervisor shall confirm, and such writing shall be placed in the employee's personnel file.

ARTICLE 8. REDUCTION IN FORCE

Section 1 Reduction in Force

- (a) Lambda Legal shall provide 45 days' notice of the need to reduce the workforce and notify the Guild and the affected employees. Upon request, Lambda Legal will meet with the Guild for the purpose of discussing layoffs and to consider the means by which the impending hardship of such layoffs may be mitigated.
- (b) During the notice period, Lambda Legal shall accept voluntary resignations in the classifications involved. Such employees will be entitled to severance pay provided in Article 12. The number of employees dismissed shall be reduced to the extent that the necessary payroll saving has been achieved by resignation.

Section 2 Recall List

- (a) Laid off employees shall be placed on a recall list for up to one year. Such employees shall remain on a recall list until they are recalled, decline an offer of written recall, or fail to provide a timely response to an offer of recall. Upon a vacancy, Lambda Legal shall send a notice by certified mail and email to the last known address and email address of all persons on the recall list who previously worked in the classification that the vacancy occurs. A copy of the notice shall also be sent to the Guild. If, within ten (10) business days of the date of the mailing, an employee fails to accept re-employment, the employee shall be removed from the recall list. In the event of a timely reply, Lambda Legal shall fill the vacancy from among those replies requesting employment in order of seniority. Time spent on a rehire list shall not constitute a break in continuity of service.

Section 3 Other Dismissals

There shall be no dismissals as a result of putting this agreement into effect.

ARTICLE 9. SENIORITY

Section 1 Definition

An employee's seniority date shall be the employee's first day of work with Lambda Legal, as either a bargaining unit or non-bargaining unit employee.

For purposes of this article, employees shall be deemed continuously employed by Lambda Legal while on leave of absence from Lambda Legal and while employed by Lambda Legal in a non-unit position.

Probationary employees shall not acquire seniority until they have completed their probationary period, under Article 6, Section 2, at which time their seniority shall revert to their date of hire.

Section 2 Loss of Seniority

Employees shall lose seniority for the following reasons:

- Layoff for a period of one year or more;
- If an employee resigns or voluntarily leaves the employment of Lambda Legal; or
- If an employee has been discharged by Lambda Legal for just cause.

Section 3 Returning Employee

A former employee who returns to employment in a unit position will be credited for previous time served.

ARTICLE 10. PROFESSIONAL DEVELOPMENT

Lambda Legal will reimburse employees for professional development events related to an employee's current position at Lambda Legal or professional development at Lambda Legal. Employees are eligible for reimbursement on an every-other-year basis pursuant to the following eligibility system:

Duration of Employment	Amount of Reimbursement
Less than 6 months of employment	\$0
6 months or more of employment	\$250
12 months or more of employment	\$500
18 months or more of employment	\$750
24 months or more of employment	\$1,000

All requests to attend professional development events shall be approved by the employee's Department Head or authorized delegate and such approval shall not be unreasonably denied. All requests to attend professional development events shall be made at least thirty (30) days in advance of the professional development event. There shall be no carryover of any unused reimbursement amounts in any given year.

Travel time to approved professional development events shall be considered regular work time. Lambda Legal shall provide the General Service Administration per diem rate in effect (from gsa.gov) when applicable.

ARTICLE 11. ACCESS TO PERSONNEL FILES

Section 1 Maintenance of Files

Lambda Legal shall maintain personnel records, which will include all pertinent documents concerning the employee.

Section 2 Employee Access to Files

An employee has the right to view their personnel file within ten (10) business days of a written or

email request by the employee to Lambda Legal. The employee may make copies of documents in the file during working hours, in the presence of a Human Resources representative, with the first printed copy at no cost to the employee, and additional copies at the employee's expense. If the employee is not located in the office in which their personnel file is kept, Lambda Legal will provide an electronic copy to the employee within ten (10) business days.

An employee has a right to respond in writing to any material in the employee's official personnel file. The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file. The employee has the right to have their written response to any material related to discipline or job performance in the official personnel file attached to the material.

Section 3 Guild Access to Files

Absent an employee's authorization, the Guild representative shall be provided with personnel file materials relevant to administering the Agreement or to processing a grievance. Employee authorization is however required in order for Lambda Legal to provide a Guild representative with an employee's Health Insurance Portability and Accountability Act (HIPAA) file.

ARTICLE 12. SEVERANCE PAY

Section 1 Severance Pay

Upon a reduction in force under Article 8, a separated employee shall receive severance pay equal to one weeks' pay for every full year of service, up to a maximum of 10 weeks' base pay. For a salaried employee, base pay shall be the employee's salary calculated weekly and for an hourly employee, base pay shall be the employee's hourly rate for a 40 hour work week. Each employee has the option to choose severance pay in a lump sum or to continue to be paid for such time as if continuously employed and, therefore, continue to be included in health, dental, and vision insurance coverage.

An employee with more than twelve (12) years of service who is terminated for just cause for reasons other than gross misconduct shall receive four (4) weeks' lump sum severance pay. Insurance coverage shall end on the last day of the month the employee is terminated.

Section 2 Closing Office Locations or Departments

If Lambda Legal decides to close an office, employees must be given at least **45** calendar days' notice of its intent to move the work to another location.

- If an employee's job is moving to another location, the employee may transfer to that location. The employer will pay all costs associated with an employee move.
- Lambda Legal can assign the employee to work remotely.
- The employee may choose severance pay as described in Section 1 for employees who are terminated other than for just cause.

Section 3 Employee Estate

If an employee dies, Lambda Legal shall pay the employee's estate an amount equal to the amount of severance pay to which the employee would have been entitled to upon termination of employment.

ARTICLE 13. HOURS AND OVERTIME

Section 1 Work Week

The work week shall consist of five (5) consecutive days, Monday through Friday. The work day shall be eight (8) hours, inclusive of a one (1) hour paid lunch. Work hours will generally fall between the hours of 9am to 6pm, unless otherwise agreed upon by the employee and their supervisor.

For the purposes of calculating overtime or compensatory time, the work week shall be a seven-day period running from Monday through Sunday.

Section 2 Schedule Adjustments

Lambda Legal may occasionally need non-exempt employees to work outside of their usual work window to meet organizational needs. Employees will be compensated for work outside of their usual work window at their regular rate of pay, subject to the following conditions, or prior authorization to work overtime pursuant to Section 3:

- a) For the following annual events: Liberty Awards (New York and West coast); Pride; and Bon Foster.
- b) A non-exempt employee has been hired or promoted into a position, for example within the Development Department, with the written expectation that their work requires them to regularly adjust their schedule to attend events and/or meetings outside of regular business hours;
- c) For non-exempt employees whose positions are not described above, advance notice will be given when work outside an employee's usual work window is required for organizational needs.
 1. Lambda Legal will provide at least two (2) weeks' advance notice of a foreseeable need for an employee to work outside their usual work window. In such circumstances, an employee may decline a request within 24 hours of receiving notification if the necessary schedule adjustment would interfere with childcare needs, pre-paid plans, and/or outside employment.
 2. For an unforeseeable need for an employee to work hours outside their usual work window, Lambda Legal will provide as much advance notice as possible. In such circumstances, an employee may decline the request and Lambda Legal will seek volunteers to work those hours.
 3. If there is no employee available to work the necessary hours under subsections (c)(1) and (c)(2) above, Lambda Legal may seek volunteers to work the necessary hours as overtime. If there are no volunteers, or insufficient volunteers, Lambda Legal may require the necessary employee(s) to work, subject to the overtime provisions in Section 3.

Section 3 Overtime

In general, Lambda Legal may require non-exempt employees to work overtime to meet organizational needs. An employee who believes that overtime work will be needed is required to provide as much

advance notice as reasonably practicable so that Lambda Legal can decide whether to authorize the work.

If asked and/or authorized to work overtime, non-exempt employees will be compensated at one and one-half (1.5) times their normal compensation for every hour worked that exceeds forty (40) hours in a given work week. Any work time beyond 12 hours in a day shall be paid at the rate of double time.

Sick time and vacation time are not counted as work hours in the calculation of forty (40) hours necessary to qualify for overtime pay.

Section 4 Employees Exempt from Overtime

Full-time exempt staff who work a significant number of hours on evenings, weekends or holidays may be permitted, in accordance with the needs of Lambda Legal's work and with the approval of their supervisor, to take compensatory time during the work week. Such compensatory time is to be taken as close to the additional worked hours as the work schedule permits. Compensatory time is intended to provide the employee time to refresh after a heavy work period. Accordingly, "banking" of compensatory time is not permitted.

Compensatory time shall be calculated as follows:

- 1) For every hour up to four (4) hours worked that are outside of an employee's regularly scheduled workday, the employee may receive compensatory time at a rate of 0.5 hours for every hour worked. For example, if an employee works three (3) hours on a Saturday, the compensatory time would be 1.5 hours.
- 2) For every hour after four (4) hours worked that are outside of an employee's regularly scheduled workday, the employee may receive compensatory time at a rate of 1 hour for every hour worked. For example, if an employee works six (6) hours on a Saturday, the compensatory time would be six (6) hours.

Section 5 Assignments Out of the Office

The time required to travel to and from an assignment out of the office shall be considered work time. Non-exempt employees often travel between work sites during a regular work day. Occasionally non-exempt employees travel from home to work and/or back home from a location well beyond their normal commuting range. This travel may occur on the same day or over multiple days. All such travel time is compensable.

ARTICLE 14. HOLIDAYS

Section 1 Holidays

- Martin Luther King Jr. Day
- Indigenous Peoples Day
- Presidents' Day
- Thanksgiving
- Memorial Day
- The Friday after Thanksgiving
- July Fourth
- Christmas Day
- Labor Day
- New Year's Day

Christmas Eve day and New Year's Eve day shall be half days.

Section 2 Holidays on Day Off and Early Release

Holidays that fall on Saturday shall be observed on Friday and those falling on Sunday shall be observed on Monday. The practice of allowing employees to leave early before certain holidays will be continued and management will notify employees when the office(s) will close on those days. These early release days include, but are not limited to: Friday before Memorial Day, Friday before Labor Day, and the Wednesday before Thanksgiving.

Section 3 Floating Holiday

Each year employees will receive one (1) floating holiday.

Section 4 Non-Christian Religious Holidays

For employees whose non-Christian religious holidays are not included in the above, and fall during the work week, Lambda Legal will make a reasonable accommodation for the paid observation of three holidays (example: Rosh Hashanah, Yom Kippur, Eid al-Adha, Eid al-Fitr, etc.).

Section 5 Work on a Holiday

A non-exempt employee who is approved by their supervisor to work on any holiday in Section 1 shall be paid for that day at time-and-one half, as well as holiday pay as applicable. Exempt employees required to work on a holiday shall receive equivalent compensatory time in the same pay period.

Section 6 Part-time Employees

Part-time employees who work at least 20 hours per week will be paid half of their regular workday for each observed holiday, provided that the holiday falls on a scheduled workday. Part-time employees who work fewer than 20 hours per week are ineligible for holiday pay.

ARTICLE 15. VACATION**Section 1 Vacation Accrual**

In the first year of employment, employees shall accrue fifteen (15) days of vacation, five (5) of which they may take prior to accrual so long as they have been employed for thirty (30) days. After the first year, employees shall accrue twenty (20) days per year. After completing three (3) years of continuous service, each full-time employee shall accrue twenty-five (25) days per year.

Section 2 Vacation

No more than 25 days of vacation may be accrued by an employee.

Section 3 Unused Vacation upon Termination of Employment

Upon termination of employment, an employee (or the employee's estate in case of death) shall receive payment for any unused, accrued vacation plus any unused personal days.

Section 4 Part-time Employees

Part-time employees whose average work week is at least twenty (20) hours per week per quarter shall accrue vacation on a pro-rata basis.

Section 5 Vacation Approval

Vacation requests must be approved in advance by the employee's supervisor. Employees should make their requests at least two (2) weeks in advance.

ARTICLE 16. OTHER PAID AND UNPAID LEAVES**Section 1 Sick Leave, Safe Leave, Mental Health, Self-Care Days**

Full-time employees receive one (1) day of paid sick time for each month worked, five (5) of which they may take prior to accrual so long as they have been employed for thirty (30) days. Part-time employees who work at least twenty (20) hours per week earn a half (½) day of paid sick time for each month worked. No more than sixty (60) sick days may be accrued by an employee.

Section 2 Personal Leave

Employees will receive three paid personal days per each calendar year.

Section 3 Parental Leave

An employee may take paid parental leave of up to ten (10) weeks for the birth or adoption of a child.

Section 4 Bereavement Leave

Employees are entitled to four (4) paid regular working days for the death of a loved one. Lambda Legal may request proof of the need for bereavement leave. An employee will be paid only for days off that otherwise would have been regularly scheduled work.

Section 5 Jury Duty

Employees will receive paid time off for jury duty.

Section 6 Unpaid Leave

Employees can request unpaid leave.

Section 7 Bar Review Leave

When approved by Lambda, employees are entitled to up to three (3) consecutive weeks paid leave for bar review study and the exam.

Section 8 Military Leave

Employees are entitled to unpaid leave to serve in the military. Such employees shall receive credit for the time in military service. Employees returning from service shall be paid as if they had been working for Lambda Legal continuously. Employees returning from service are guaranteed to return to their former position or to a position that pays at least as much as their former position.

Section 9 Sabbatical Leave

Paid sabbaticals may be granted in order to aid in the retention and rejuvenation of staff members who have made significant, long-term contributions to Lambda Legal. Sabbatical requests are reviewed initially for approval by the employee's department head, and also must be approved by the CEO or the CEO's designee for compatibility with Lambda Legal's needs, which shall not be unreasonably withheld. Paid sabbaticals fall into two categories:

Category One Sabbaticals of four (4) weeks are available to employees who will have worked at Lambda Legal for at least seven (7) years by the time of their sabbatical or since their last sabbatical. Employees eligible for Category One include G1, G2 employees; IT Specialists, Litigation Analysts; Marketing & Editorial Specialists; Accountants; Web Managers; Accounting Managers; and Legal Administrative Managers.

Category Two Sabbaticals of eight (8) weeks are available to all other employees who will have worked at Lambda Legal for at least seven (7) years by the time of their sabbatical or since their last sabbatical.

Section 10 Election Day

Employees shall receive one half day to engage in the political process on Election Day. Employees shall inform their supervisor at least one (1) week prior to election day.

ARTICLE 17. BENEFITS

Section 1 Fringe Benefits

Lambda Legal shall maintain various medical, dental and vision programs for employee participation. Coverage under each Plan begins 30 days from an employee's date of hire, except for medical coverage, which begins on the first date of employment. Lambda Legal may only make changes in the design of the Plans and in the level of benefits provided in consultation with the Guild.

Lambda Legal commits to ensuring options are available for coverage of all medically necessary transition related care not covered by its applicable health insurance policy. On that basis, the Joint Labor-Management Committee shall make a recommendation to senior management and the Board of Directors on the terms of such coverage within 120 days from ratification of this Agreement.

Effective November 1, 2018, per paycheck costs to the employee for the various available medical plans are as follows:

Plan	Employee Contribution
High Plan	
Employee	\$81.14
Employee + Child	\$141.99
Employee + Spouse	\$170.39
Family	\$247.47
Middle Plan	
Employee	\$34.78
Employee + Child	\$60.86
Employee + Spouse	\$73.08
Family	\$106.07
Low Plan	
Employee	\$0.00
Employee + Child	\$53.41
Employee + Spouse	\$64.09
Family	\$93.08

Section 2 Flexible Spending Account

Lambda Legal shall maintain the option for employees to contribute to a Flexible Spending Account for unreimbursed medical and/or dependent care expenses.

Section 3 Dental

Effective November 1, 2018, per paycheck costs to the employee for the various available dental plans are as follows:

Plan	Employee Contribution
Employee	\$0.00
Employee + Child	\$31.59
Employee + Spouse	\$32.19
Family	\$59.02

Section 4 Vision

Effective November 1, 2018, per paycheck costs to the employee for the various available vision plans are as follows:

Plan	Employee Contribution
Employee	\$3.35
Employee + Child	\$5.74
Employee + Spouse	\$5.63
Family	\$9.08

Section 5 Life and Accidental Death & Dismemberment Insurance

Lambda Legal shall provide life insurance benefits and accidental death and dismemberment benefits premiums of \$150,000 or up to one year's salary, whichever is greater.

Section 6 Fringe Benefit Cost Changes

If there is any change to the cost of fringe benefits, employees will pay the same percentage of the total cost that they are paying at the start of the contract.

Section 7 Lambda Legal Retirement Program

Lambda Legal shall maintain the option for employees to contribute to a 403(b) or 401(k) Plan.

Lambda Legal shall contribute 2% of each employee's salary per pay period to the 403(b) or 401(k) plan.

An employee may elect to contribute up to the annual IRS limits to the 403(b) and 401(k) Plan. Starting September 1, 2019, Lambda Legal will match up to an additional 2% of an employee's individual contribution to the 403(b) or 401(k) Plan. Starting September 1, 2020, Lambda Legal will match up to an additional 3% of an employee's individual contributions to the 403(b) or 401(k) Plan. Starting September 1, 2021, Lambda Legal will match up to an additional 4% of an employee's individual contributions to the 403(b) or 401(k) Plan.

Employees shall be eligible to participate in the retirement program upon completion of the probationary period. Employees shall vest at 25% per year for the first four years.

Section 8 Pre-Tax Transportation Program

Lambda Legal shall continue to offer all employees the transit benefit in effect beginning on the first day of employment for all employees.

Section 9 Employee Assistance Program

Lambda Legal shall maintain an employee assistance program (EAP) beginning on the first day of employment for all employees.

ARTICLE 18. MINIMUM SALARIES

Section 1 Minimum Salaries

The minimum salaries set forth in Appendix A shall be effective July 1, 2019, with adjustments to be reflected in the July 15, 2019 paycheck.

All employees shall be paid at least the minimum salary for their position in their region based on their years of experience at Lambda Legal in the same position. If an employee has a position that covers two jobs in different grades, they will be paid in the higher grade. An employee who is not employed in a specific region shall be paid at least the minimum salary for the nearest equivalent region based on cost-of-living and their years of experience in the position at Lambda Legal.

Section 2 Salary Grades

[See Appendix B]

Section 3 Cost of Living Adjustments (COLA)

Employees will receive a Cost of Living Adjustment (COLA) every September 1st. The COLA will be as determined by the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index (CPI-U), released by the United States Department of Labor, Bureau of Labor Statistics. COLAs will be based on the percentage change listed for the previous 12 months as of the most current release preceding September 1st for the selected local area in which the employee works. (<https://www.bls.gov/news.release/cpi.t04.htm>)

Section 4 Promotions

An employee who is promoted to a position in a higher salary grade will be paid at least the higher of minimum salary in the new grade or at least a 2% increase in their current pay.

Section 5 New Hires

No prior experience shall be taken into consideration for pay for new hires. Lambda Legal may offer new hires more than the minimum.

Section 6 Part-Time Employees

A part-time employee shall be paid at least the hourly rate determined by their Full Time Equivalent annual salary divided by the FTE per week hours.

Part-time employees hired after this Agreement goes into effect shall be placed in the appropriate salary grade based on their position in the region they are assigned to work.

Section 7 Temporary Work in a Higher Classification

An employee required to perform assignments normally done by someone in a higher salary grade for

more than 20% of their work week shall be paid the minimum salary for the higher salary grade for each such week.

Section 8 Bilingual Pay

An employee who is required to use a language other than English for their job will receive \$50 per pay period.

Section 9 New Job Titles

The Guild shall have the right to negotiate the salary grade for any new job titles added after this agreement goes into effect.

Section 10 Above Minimum Raises

One time per year, an employee may request a merit increase.

Section 11 No Reduction in Salaries

There shall be no reduction in salaries as a result of putting this Agreement into effect.

ARTICLE 19. EXPENSES

Section 1 Expenses & Equipment

Lambda Legal shall pay all legitimate expenses incurred by an employee in the service of Lambda Legal.

Employees who use their personal cell phones for work, with the approval of their Department Director, will receive \$50 per month toward the cost of their personal device. Employees who receive a Lambda Legal-issued smart phone are not eligible for this payment.

Section 2 Expense Reimbursement

Once properly submitted, employee expenses shall be reimbursed no later than the following pay period.

Section 3 Credit Card

Lambda Legal shall pay bills in a timely manner for credit card charges incurred by an employee. Lambda Legal shall be responsible for any late fees attributable to Lambda Legal.

ARTICLE 20. MISCELLANEOUS

Section 1 Telecommuting and Working Remotely

Telecommuting is defined as performance of job responsibilities from a remote location on a regular basis. It requires that a work schedule be agreed upon in advance between the employee and the Lambda Legal. Lambda Legal will notify and send signed copies of any agreed-to telecommuting agreements to the Guild.

Both exempt and non-exempt employees have the option to work remotely on occasion, with the permission of their supervisor, so long as their responsibilities and workload are met and adequate staffing is available in the office. Certain positions are not eligible to work remotely due to their responsibilities.

Section 2 Family Friendly Workplace

Lambda Legal recognizes that families come in many forms. Lambda Legal and the Guild will establish a joint committee within thirty (30) days of this contract being ratified to consider organizational policy proposals concerning challenges employees face in juggling their personal lives with work at Lambda Legal. Matters for the committee will include, but not be limited to, caregiving, day care, breastfeeding or expressing during working hours, babies and children in the workplace, telecommuting during weather and other emergencies when day care and/or schools are closed.

An example is children in the workplace. The committee will investigate creating a policy for parents, foster parents, guardians, or grandparents who have custody of children enrolled in a licensed day care facility and/or school to be allowed to bring a child or children to work on half days or when an emergency closes schools or day care facilities or before or after school. The policy can place reasonable rules and expectations of the employee to ensure that safety and insurance concerns are addressed and that the work of Lambda Legal is not disrupted. Another example is developing a breastfeeding policy that shall allow an employee to breastfeed or express breast milk during work time, with the exact location of the space in each office to be considered by the committee. Lambda Legal commits to providing an appropriate space for expressing breast milk that is shielded from view and free from any intrusion from co-workers.

Section 3 Weather Related Office Closure

During severe weather or other conditions that affect safe access to an office or multiple offices, Lambda Legal may close the affected office(s) early, open late, or close for a particular day or days. Management takes into account the particular travel conditions, availability of public transportation, and school closures in altering office hours or closing an office.

In HDQ, Lambda Legal will follow the emergency closure schedule issued by the New York City Department of Education; if public schools are closed or delayed, the headquarters office will correspondingly be closed or have a delayed opening.

In the Washington, DC, office, Lambda Legal will follow the operating status as issued on the opm.gov web site.

In the MRO, Lambda Legal will follow the emergency closure schedule issued by the Chicago Public Schools; if public schools are closed or delayed, the MRO will correspondingly be closed or have a delayed opening.

In the SCRO, Lambda Legal will follow the emergency closure schedule issued by the Dallas Independent School District; if public schools are closed or delayed, the SCRO will correspondingly be closed or have a delayed opening.

In the SRO, Lambda Legal will follow the emergency closure schedule issued by Atlanta Public Schools; if public schools are closed or delayed, the SRO will correspondingly be closed or have a delayed opening.

In the WRO, Lambda Legal will follow the directive of officials from the State of California, County of Los Angeles or City of Los Angeles requesting and/or ordering businesses to close in response to an emergency situation. The office will reopen when such directive has been rescinded, as communicated to staff by the Regional Director.

If any office is closed, the Regional Director or, in Headquarters, the Chief Operating Officer, will notify the entire organization of the closure as early as possible, via email.

Many Lambda Legal employees have the capacity to work at home, and Lambda Legal has issued many employees equipment to enable remote work as needed. Lambda Legal expects that in the event of an office closure, employees who can work at home will do so, and will record the time worked on their timesheets. Office closure will be coded as paid time and not subtracted from personal or vacation time for those employees who do not have the capacity to work at home during an office closure, due to an individual job description (e.g., receptionist) or other circumstances as discussed with and approved by each employee's supervisor.

Section 4 Supportive Workplace

The work of Lambda Legal can cause emotional distress for much of the staff. For those who work with people who correspond with Lambda Legal, especially those who contact Lambda Legal by phone, but also through email and letters, they must interact with some who are emotionally disturbed, gravely ill, desperate for help, and even suicidal. Trying to aid clients can be overwhelming. Such calls can render the employee mentally shaken and psychologically worn out sometimes without an avenue to properly to decompress.

After events that an employee finds emotionally distressful, the employee shall be temporarily be allowed paid leave for the remainder of the day. In addition, the employee shall have access to counseling on how to cope with the stress that comes from the job of working directly with clients.

ARTICLE 21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 1 Non-Discrimination and Equal Employment

In accordance with Lambda Legal's and the Guild's values and ideals, Lambda Legal shall not discriminate against any employee or member because of age, sex (including gender identity), race, creed, color, sexual orientation, national origin, religious beliefs, disability, gender expression, marital status, genetic information, personal appearance, weight or body size, familial status, family responsibilities, matriculation, political affiliation, source of income, status as a victim of an intra-family offense, immigration status, place of residence, or any other trait not here listed that is protected under federal, state or local law. It is further agreed there shall be no discrimination because of such employee's membership in, or activities on behalf of, the Guild.

Section 2 Complaints and Legal Action

Lambda Legal shall maintain a policy prohibiting discrimination and/or sexual harassment.

Section 3 Implicit Bias Training

For the betterment of the entire Lambda Legal workplace, and because both Lambda Legal and the Guild agree that the assignment, implementation, assessment, and promotions relative to our overall body of work is extremely important, Lambda Legal shall ensure that its policy prohibiting

discrimination covers implicit bias. The fact is that most people may not recognize they have any bias towards another co-worker and/or subordinate but nevertheless implicit bias creeps into our thoughts all the time.

Lambda Legal commits to regular non-discrimination training that includes training on implicit bias.

ARTICLE 22. PERFORMANCE EVALUATIONS

Section 1 Labor Management Committee

Within 45 days of signing the Agreement, Lambda Legal and the Guild shall establish a Joint Labor-Management Committee (LMC) to develop a performance review system. Lambda Legal and the Guild shall each appoint up to three representatives to the committee.

Section 2 Performance Review System

The performance review system will include at least a similar structure to the current process of employees being able to review their managers ("bottom-up reviews"). The system will be in place by the end of the first quarter of the contract.

ARTICLE 23. NO STRIKE NO LOCKOUT

Section 1. During the term of this Agreement, the Union and the employees agree not to call, cause, sanction, participate in, permit, authorize, initiate, support, assist, or condone any strike (including any unfair labor strike), sympathy strike, sit-down, slowdown, picketing, boycotting, work stoppage, or other concerted efforts which interferes with, or interrupts or threatens such interference or interruption of Lambda Legal's operation.

Section 2. In the event of any strike or any other proscribed activity, the Union and its officers, agents, and representatives will make every good faith effort to end such activity.

Section 3. Lambda Legal shall have the right to proceed directly to court and not be required to arbitrate violations of this Article. The Union, as to a lockout, shall have the same right.

Section 4. The obligations, rights, and provisions of this Article shall be completely independent of and shall not be affected or limited by the inclusion or absence of any other provisions of this Agreement, including the grievance and arbitration provisions.

Section 5. During the term of this Agreement, Lambda Legal will not lock out any employees.

ARTICLE 24. MANAGEMENT'S RIGHTS

It is agreed that the Employer retains any and all rights not clearly and expressly limited by specific terms of this Agreement. Except as specifically limited by the express provisions of this Agreement, Lambda Legal retains the sole and exclusive right to operate and manage the Organization and direct its workforce, including but not limited to the right to hire, transfer, promote, demote, lay off, recall, discharge, or otherwise discipline for sufficient and proper cause; to utilize vendors, suppliers contractors, and subcontractors; and to determine what services are provided and the method and means of such services.

The failure of Lambda Legal to exercise any function, power, authority or right reserved or retained by it, or the exercise of any function, power, authority or right in a particular manner, shall not be deemed a waiver of the right of Lambda Legal to exercise such function, power, authority or right, or to preclude Lambda Legal from exercising same in some other manner, so long as it does not conflict with an express provision of this Agreement.

ARTICLE 25. DURATION

This Agreement will take effect on July 1, 2019 and expire on June 30, 2022 and shall inure to the benefit of and be binding upon the successors and assigns of the organization.

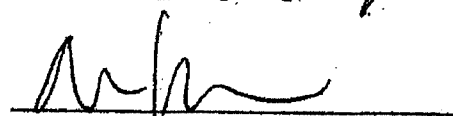
Within sixty days prior to the expiration date of this Agreement, the employer or the Guild may initiate negotiations for a new Agreement to take effect on July 1, 2022. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new Agreement prior to July 1, 2022, the new Agreement shall be made retroactive to the expiration of this Agreement.

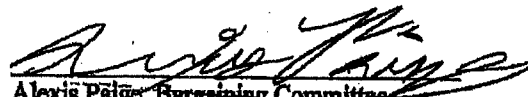
Agreed to this 23rd day of August 2019.


Richard Burns, Interim CEO


Jamie Farnsworth, Bargaining Committee


Ariel Goldberg, Bargaining Committee


Aaron Kelley, Bargaining Committee


Alexis Paige, Bargaining Committee


Eric Geist, WBNG Local 32035


Bruce C. Jett, WBNG Local 32035

APPENDIX A. MINIMUM SALARIES**HDQ / New York Minimum Salaries**

Years of Experience						
G1	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275	\$57,964
G2	\$54,000	\$55,620	\$57,289	\$59,007	\$60,777	\$62,601
G3	\$59,000	\$60,770	\$62,593	\$64,471	\$66,405	\$68,397
G4	\$69,000	\$71,070	\$73,202	\$75,398	\$77,660	\$79,990
G5	\$74,000	\$76,220	\$78,507	\$80,862	\$83,288	\$85,786
G6	\$79,000	\$81,370	\$83,811	\$86,325	\$88,915	\$91,583
G7	\$89,000	\$91,670	\$94,420	\$97,253	\$100,170	\$103,175
G8	\$99,000	\$101,970	\$105,029	\$108,180	\$111,425	\$114,768
G9	\$104,000	\$107,120	\$110,334	\$113,644	\$117,053	\$120,565

WRO / Los Angeles Minimum Salaries

(1.5% Differential from HDQ / New York)

Years of Experience						
G1	\$49,250	\$50,728	\$52,249	\$53,817	\$55,431	\$57,094
G2	\$53,190	\$54,786	\$56,429	\$58,122	\$59,866	\$61,662
G3	\$58,115	\$59,858	\$61,654	\$63,504	\$65,409	\$67,371
G4	\$67,965	\$70,004	\$72,104	\$74,267	\$76,495	\$78,790
G5	\$72,890	\$75,077	\$77,329	\$79,649	\$82,038	\$84,499
G6	\$77,815	\$80,149	\$82,554	\$85,031	\$87,581	\$90,209
G7	\$87,665	\$90,295	\$93,004	\$95,794	\$98,668	\$101,628
G8	\$97,515	\$100,440	\$103,454	\$106,557	\$109,754	\$113,047
G9	\$102,440	\$105,513	\$108,679	\$111,939	\$115,297	\$118,756

DCO / Washington DC Minimum Salaries

(3.9% Differential from HDQ / New York)

Years of Experience						
G1	\$48,050	\$49,492	\$50,976	\$52,506	\$54,081	\$55,703
G2	\$51,894	\$53,451	\$55,054	\$56,706	\$58,407	\$60,159
G3	\$56,699	\$58,400	\$60,152	\$61,957	\$63,815	\$65,730
G4	\$66,309	\$68,298	\$70,347	\$72,458	\$74,631	\$76,870
G5	\$71,114	\$73,247	\$75,445	\$77,708	\$80,039	\$82,441
G6	\$75,919	\$78,197	\$80,542	\$82,959	\$85,448	\$88,011
G7	\$85,529	\$88,095	\$90,738	\$93,460	\$96,264	\$99,152
G8	\$95,139	\$97,993	\$100,933	\$103,961	\$107,080	\$110,292
G9	\$99,944	\$102,942	\$106,031	\$109,212	\$112,488	\$115,862

MRO / Chicago Minimum Salaries

(4.6% Differential from HDQ / New York)

Years of Experience

G1	\$47,700	\$49,131	\$50,605	\$52,123	\$53,687	\$55,297
G2	\$51,516	\$53,061	\$54,653	\$56,293	\$57,982	\$59,721
G3	\$56,286	\$57,975	\$59,714	\$61,505	\$63,350	\$65,251
G4	\$65,826	\$67,801	\$69,835	\$71,930	\$74,088	\$76,310
G5	\$70,596	\$72,714	\$74,895	\$77,142	\$79,456	\$81,840
G6	\$75,366	\$77,627	\$79,956	\$82,354	\$84,825	\$87,370
G7	\$84,906	\$87,453	\$90,077	\$92,779	\$95,562	\$98,429
G8	\$94,446	\$97,279	\$100,198	\$103,204	\$106,300	\$109,489
G9	\$99,216	\$102,192	\$105,258	\$108,416	\$111,668	\$115,019

SCRO / Dallas Minimum Salaries

(8.7% Differential from HDQ / New York)

Years of Experience

G1	\$45,650	\$47,020	\$48,430	\$49,883	\$51,379	\$52,921
G2	\$49,302	\$50,781	\$52,304	\$53,874	\$55,490	\$57,155
G3	\$53,867	\$55,483	\$57,148	\$58,862	\$60,628	\$62,447
G4	\$62,997	\$64,887	\$66,834	\$68,839	\$70,904	\$73,031
G5	\$67,562	\$69,589	\$71,677	\$73,827	\$76,042	\$78,323
G6	\$72,127	\$74,291	\$76,520	\$78,815	\$81,180	\$83,615
G7	\$81,257	\$83,695	\$86,206	\$88,792	\$91,455	\$94,199
G8	\$90,387	\$93,099	\$95,892	\$98,768	\$101,731	\$104,783
G9	\$94,952	\$97,801	\$100,735	\$103,757	\$106,869	\$110,075

SRO / Atlanta Minimum Salaries

(10.9% Differential from HDQ / New York)

Years of Experience

G1	\$44,550	\$45,887	\$47,263	\$48,681	\$50,141	\$51,646
G2	\$48,114	\$49,557	\$51,044	\$52,575	\$54,153	\$55,777
G3	\$52,569	\$54,146	\$55,770	\$57,444	\$59,167	\$60,942
G4	\$61,479	\$63,323	\$65,223	\$67,180	\$69,195	\$71,271
G5	\$65,934	\$67,912	\$69,949	\$72,048	\$74,209	\$76,436
G6	\$70,389	\$72,501	\$74,676	\$76,916	\$79,223	\$81,600
G7	\$79,299	\$81,678	\$84,128	\$86,652	\$89,252	\$91,929
G8	\$88,209	\$90,855	\$93,581	\$96,388	\$99,280	\$102,258
G9	\$92,664	\$95,444	\$98,307	\$101,256	\$104,294	\$107,423

APPENDIX B. SALARY GRADES

Position	Salary Grade
Accounting Manager	G4
Administrative Assistant	G1
Associate Director of National Events	G4
Counsel	G9
Counsel & Project Director	G9
Database & Reports Associate	G1
Database & Reports Manager	G2
Database Systems Associate	G1
Deputy Digital Director	G5
Development Associate	G1
Digital Associate	G2
Digital Content Manager	G3
Director Corporate Giving	G5
Director of Institutional Giving	G7
Director of Leadership Gifts	G7
Director of Legacy Giving	G7
Email Strategist	G3
Help Desk Analyst	G2
Help Desk Attorney	G5
IT Support Specialist	G3
Legacy Gifts Officer	G6
Legal Admin Manager	G4
Litigation Analyst	G3
Major Gifts Officer	G6
Marketing & Editorial Manager	G3
Member Services Associate	G1
Membership Assistant	G1
Multimedia Specialist	G4
National Events Coordinator	G2
National Events Manager	G3
Office Administrator/ Receptionist	G1
Office Manager	G2
Office Manager / Devo Assistant	G2
Office Manager / IT Specialist	G2
Online Database and Constituent Associate	G1

Operations Manager	G2
Paralegal	G2
Public Information Officer	G4
Regional Program Coordinator	G2
Senior Attorney	G8
Senior Attorney & Project Director	G8
Staff Accountant	G3
Staff Attorney	G6
Washington DC Press Secretary	G4
Web Manager	G3

APPENDIX C. DUES DEDUCTION AGREEMENT**ASSIGNMENT****AND****AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES**

TO: Lambda Legal Defense & Education Fund, Inc.

I hereby assign to the Washington-Baltimore Newspaper Guild an amount each month in accordance with a schedule to be submitted by the Washington-Baltimore News Guild and I hereby authorize Lambda Legal to deduct such amounts from my salary and to remit same to the Washington-Baltimore News Guild not later than the 10th day of that month.

This authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one year from the date appearing below, and I agree and direct that this authorization shall be automatically continued unless written notice of its revocation is given by me to the Washington-Baltimore News Guild by registered mail, return receipt requested. Such notice of revocation shall become effective the month following the month in which such written notice was received by Lambda Legal.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Date

Employee's Signature

Witness

Print Employee Name

**SIDE LETTER OF UNDERSTANDING
MEMORIALIZING CERTAIN TERMS AND CONDITIONS
RELATING TO SUMMER FRIDAYS**

June 17, 2019

WHEREAS, Lambda Legal Defense & Education Fund, Inc. ("Lambda Legal") and the Washington-Baltimore News Guild (the "Guild"), chartered by The News Guild-Communications Workers of America as Local 32035 are in the process of finalizing a collective bargaining agreement ("CBA");

WHEREAS, the parties agree to memorialize certain terms and conditions that shall not appear in the CBA, and;

NOW, THEREFORE, the Guild and Lambda Legal memorialize such terms and conditions as follows:

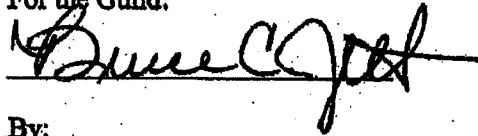
1. The parties agree that Lambda Legal will offer an early-release schedule at the end of the workweek during certain summer months for employees, otherwise known as "Summer Fridays."
2. The parties agree that "early-release" shall mean that an employee may depart from the office two (2) hours before their regularly scheduled departure time (either 3:00 PM or 3:30 PM depending on the specific regional office).
3. The parties agree that "summer months" shall mean those workweeks beginning June 21, 2019 and continuing through the last Friday before Labor Day, August 30, 2019.
4. The parties agree that "employees" shall mean all full- and part-time employees, fellows, interns, temporary staff, and contractors who are staffing a full-time Lambda Legal role.
5. The parties agree that hourly/non-exempt employees will not receive reduced pay as a

result of departing early under the terms of this Side Letter.

6. The parties agree that should an unforeseeable work need arise, Lambda Legal shall ask for volunteers to stay beyond the early-release time.
7. The parties agree that this Side Letter and terms herein, otherwise known as Summer Fridays, is non-precedent setting, shall only pertain to workweeks during summer months as defined above in 2019, and in no way obligates Lambda Legal to continue to offer Summer Fridays at any time after August 30, 2019.

AGREED AND ACCEPTED:

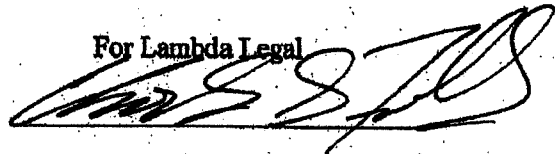
For the Guild:



By:

Date: 6-17-2019

For Lambda Legal



By: CHARLES S. FIELDS, COO

Date: 6/17/19

57487177v.1