



AGREEMENT

Between

CENTRO LEGAL DE LA RAZA

And

ENGINEERS AND SCIENTISTS OF CALIFORNIA,

IFPTE LOCAL 20

March 15, 2019 through March 15, 2021

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THIS AGREEMENT is entered into March 15, 2019, between Centro Legal de la Raza (hereafter called "Employer" or "Centro") and ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20, IFPTE, AFL-CIO/CLC (hereafter called "Union" or "ESC").

ARTICLE 1 - UNION RECOGNITION

- A. The Employer recognizes the Union as the exclusive collective bargaining representative of employees of Centro in the classifications listed in Article 23.
- B. Centro agrees to give fifteen (15) days' advance written notice (before hiring) to the Union of any newly created positions within the organization so that the Union may bargain to determine inclusion in the bargaining unit, and wages and working conditions for the new classification. The parties also agree that Centro may post such bargaining unit positions following notice to the Union to expedite the filling of the position, and may seek a waiver of the 15-day notice period from the Union where appropriate.
- C. If the Employer contemplates promoting an employee to a newly created position, Centro will meet and bargain with the Union over salary.

ARTICLE 2 - UNION MEMBERSHIP

- A. All employees subject to this Agreement employed by Centro on the execution date of this Agreement, will be required, as a condition of employment, to join and remain a member of the Union.
- B. All employees subject to this Agreement hired after the execution dates of this Agreement will, as a condition of employment, join and remain a member of the union within thirty (30) days after employment.

Dues Deduction

Centro will deduct from employees' wages and turn over to the proper officers of the Union the membership dues of such employee who individually and voluntarily certify in writing that they authorize such deductions.

**ARTICLE 3 - LEGISLATIVE EDUCATION AND ACTION PROGRAM (LEAP)
DEDUCTIONS**

During the term of this Agreement, the parties are to allow employees to make LEAP contributions through payroll deduction.

- A. ESC and Centro acknowledge that Centro's agreement to implement payroll deductions for employees who voluntarily choose to make contributions to LEAP is in no way an endorsement of LEAP by Centro.
- B. Responsibility for communicating information to employees about LEAP resides with ESC, not Centro.
- C. Centro agrees to deduct LEAP contributions on a per pay period basis from the paycheck of each unit member who voluntarily executes and delivers to the Employer a valid LEAP deduction authorization form.
- D. LEAP deductions may be cancelled by the employee with thirty (30) days notice to the Union and Employer.

ARTICLE 4 - BULLETIN BOARDS AND USE OF EMPLOYER SITES

- A. The Union will have the right to post a bulletin board in the Employer's offices for the exclusive use of the Union, at designated locations mutually agreeable to the parties. The Union's use of the bulletin board will be limited to the posting of communications related to Union business. The Employer agrees to refrain from posting on or interfering in any way with the Union's bulletin board. The Union agrees to refrain from posting any materials of an offensive or derogatory nature directed at the Centro management.
- B. The Employer's premises may be used for Union meetings with bargaining unit members and visits by designated Union Representatives. The Union will notify Centro in advance of any such visit and/or meeting. The Union will ensure that such meetings and/or visits will not interfere with or disrupt normal operations or employees' work.

ARTICLE 5 - UNION REPRESENTATION

- A. The Union will appoint up to one (1) shop steward for every ten (10) employees in the bargaining unit. The Union will inform the Employer of these appointments.
- B. Shop stewards will be allowed a reasonable amount of time during their work day to investigate grievances, represent members in meetings with management, and ensure that the provisions of this Agreement are uniformly enforced. At the same time, shop stewards will not disrupt or interfere with an employee's work duties during normal work hours, and will ensure that their own work is not negatively impacted by the discharge of their shop steward duties.
- C. Employees appointed by the Union to serve on the Labor Management Committee, Negotiating Committee, and other sub-committees created by the Labor Management Committee will receive pay at their normal hourly rate for all meetings scheduled with management at mutually agreeable times.

ARTICLE 6 - LABOR MANAGEMENT COMMITTEE

The Union and Centro Legal agree to pledge their best efforts to achieve the objective of the highest quality legal services. To that end, a Labor Management Committee shall be established and utilized to discuss and make recommendations regarding labor/management and professional practices of mutual concern. The committee may discuss and make recommendations on a variety of departmental issues of mutual concern. The Committee shall propose all potential resolutions or options (if there is no consensus) to the Executive Director for consideration.

The Labor Management Committee will include up to 3 representatives from the bargaining unit, selected by the Union, and up to 3 representatives from management. Meetings will be scheduled as needed with a minimum of 6 meetings a year. The meetings shall be co-chaired by one member of management and one member of the union. Agendas shall be circulated no less than 3 days in advance of any meeting and minutes shall be taken and circulated no later than 5 days after any meeting.

Upon either party's request, Centro Legal's Executive Director may be asked to attend the meeting to assist in discussions and problem-solving.

ARTICLE 7- POSTING AND FILLING VACANT/NEW POSITIONS

All bargaining unit positions will first be posted internally for a period of no less than five working days, after which the position will be posted externally and other recruitment methods may be used to identify additional candidates.

The hiring process for positions within this bargaining unit shall be as follows:

1. Initial screening of candidates for minimal qualifications and selection of candidates for interviews will be done by management and at least one member of the Diversity Committee.
2. In scheduling initial interviews with candidates, management will look at the calendars of the assigned members of the Diversity Committee and attempt to schedule interviews when members are available. Management will invite designated member(s) of the Diversity Committee to join candidate interviews, by copying the Diversity Committee on any scheduling emails and, if interviews are scheduled by telephone, immediately notifying the Diversity Committee.
3. Management will debrief with designated Diversity Committee members following job interviews and consider member feedback. Management retains the discretion to make all final decisions with respect to hiring.
4. Management will inform the Diversity Committee once an offer has been made and rejected or accepted.
5. Management will not implement any background or credit score checks during the hiring process without prior notice to the Union, except as required by law or by the terms of any applicable contract between Centro and its funder(s).

ARTICLE 8 - SENIORITY

Seniority shall be counted from the first day of employment, including time as a fellow or temporary employee if subsequently hired for permanent employment, and will accrue based on the number of years of employment with Centro Legal. Seniority will be taken into consideration as a factor in promotions. Seniority will be applied for reductions in staff as discussed below.

A. Breaks in Service

1. Layoffs: Regular employees who are laid off and subsequently reinstated shall not lose seniority.
2. Voluntary Resignations: Regular employees who voluntarily resign and are rehired will be reinstated without loss of seniority, and the employee's prior seniority will be credited less their period time away.
3. Leaves of Absence: An employee on leave of absence shall continue to accrue seniority.

ARTICLE 9 - REDUCTION IN STAFF

In the event that budgetary factors or staff reorganization(s) require reductions of a staff position(s), the following procedure shall be followed:

Centro Legal shall promptly notify the Union in writing when it believes layoffs may be necessary.

At the Union's request, within 10 working days of such notice, Centro shall meet with the Union to explore alternatives before any layoffs are implemented. Union representatives involved in these discussions agree not to disclose, either directly or indirectly, to bargaining unit employees and/or to any third parties any confidential information received from Centro Legal regarding potential layoffs or unannounced plans for layoffs. Centro agrees that it will make an effort to retain represented staff whenever practicable.

If layoffs of represented staff become necessary due to staff reductions, represented staff shall be laid off according to level of seniority within each job classification and program. Centro agrees that it will make an effort to retain represented staff whenever practicable.

- A. Employees who are affected by the projected reduction in staff shall be given no less than 30 working days' notice in writing of the projected reduction.
- B. Following a reduction in staff, before filling job vacancies, Centro Legal shall first offer such positions to a formerly laid-off employee if the employee was laid off from that program within the year prior to the opening of the vacancy. Such employees shall be recalled by order of seniority.
- C. Employees who have been laid off due to a reduction in staff shall be entitled to a severance

payment as follows:

- 1 year < 2 years - 2 weeks of salary
- 2 years < 3 years - 3 weeks of salary
- 3 years < 4 years - 4 weeks of salary
- 4 years < 5 years - 5 weeks of salary
- 5 years < 6 years - 6 weeks of salary
- 6 years or more- 7 weeks of salary

These provisions do not apply to temporary employees or employees during their introductory period. These provisions do not apply to employees expressly hired for up to six months.

ARTICLE 10 - BREASTFEEDING POLICY

Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive:

- Milk Expression Breaks: Breastfeeding employees are permitted break times to express breast milk during work hours. Employees may use paid break time for this purpose, and may use additional unpaid time as necessary.
- Private Place to Express Milk: The employer will make a private room (not a restroom) available for employees to express breast milk. The private room will have a comfortable chair, electrical outlet, small refrigerator, and locking door. Expressed milk can be stored in either the private room or the kitchen refrigerator. If at any time an employee is using the room for a purpose other than expressing milk, the space must be relinquished to an employee needing it for lactation.

ARTICLE 11 - FLEXIBLE WORK POLICY

Centro Legal recognizes the benefits to the office environment and to employees' personal and family lives of a flexible work schedule, and maintains a flexible work policy, as outlined below:

1. Employees, with prior management approval, may telecommute and work alternative work schedules, so long as such flexible work arrangements are consistent with employees' job and professional responsibilities and adequate staffing is available in the

office (for example, to ensure adequate supervision of students and staff, and meeting with clients). Centro agrees that requests for remote work, alternative work schedules, and telecommuting will not be unreasonably denied and such flexible work arrangements shall not be unreasonably revoked.

2. When supervisors work remotely or telecommute, they will implement a protocol to ensure adequate supervision. For programs with three or more employees, supervisors will be available by phone while working remotely or designate a point-person in the office for the employees they supervise to check-in with.

For the purpose of this article, the following terms are defined as follows:

“Alternative work schedules” are defined as schedules other than a Monday through Friday forty-hour workweek (i.e. a workweek of four ten-hour days would be considered an alternative work schedule).

“Telecommuting” is defined as ongoing performance of job responsibilities from a remote location on a regular basis.

“Working remotely” is identified as occasional performance of job responsibilities from a remote location.

ARTICLE 12 - EMPLOYEE BENEFITS – TIME OFF

A. HOLIDAYS

Centro Legal will observe the following days as office holidays:

Martin Luther King, Jr. Day

Presidents’ Day

Cesar Chavez Day

Memorial Day

July 4- Independence Day

Labor Day

Veterans Day

Thanksgiving Day and the Friday after

Winter Holiday (8 work days, to include the period from December 24th through January 1st)

Other than Winter Holiday: When any holiday listed above falls on a Sunday, the following Monday shall be observed as the holiday. When any holiday listed above falls on a Saturday, the preceding Friday shall be observed as the holiday.

On or before January 1 of each year, Centro Legal shall notify all employees covered by this Agreement of the dates on which enumerated holidays will fall in that calendar year.

1. Holidays During Paid Leave

In the event that an employee is using accrued paid leave on an office holiday, that day will not be charged against the employee's accrued sick leave or vacation leave time. If a holiday falls while an employee is on State Disability Insurance "SDI" or Paid Family Leave "PFL", the employee will be paid holiday pay for that day for full integration with the SDI or PFL. If the holiday falls while the employee is using paid parental or caregiving leave (after PFL benefits), the holiday pay is included in and counted toward the number of total weeks' of paid salary that the employee is entitled to be paid under the paid leave policy. If an employee is using intermittent paid caregiving leave in single days, intermittent paid leave does not need to be used when the leave falls on a holiday.

2. Work on Holidays

Centro Legal may require individual employees to work on a holiday. Nonexempt employees required to work on a holiday will be paid double their normal base rate of pay for all hours worked. If an exempt employee is required to work on a holiday, he or she will be allowed to take an alternate day off in lieu of the holiday within six months.

3. Holidays During Leave Without Pay

Employees will not be paid for holidays occurring during a leave of absence without pay.

B. VACATION

1. Accrual

Employees begin to earn and accrue vacation leave from the first day of employment, with the accrual rates based on the employee's length of service as set forth below. Changes to accrual rates shall occur on the first day of the month of the employee's anniversary of their hire date.

<u>Length of Continuous Service</u>	<u>Vacation:</u>
0-1 year	10 days per year
1 years	15 days per year
Over 2 years	20 days per year

Vacation continues to accrue during paid time off. Vacation can accrue up to a maximum of (30) days. Once this cap is reached, no further vacation will accrue until some vacation is used and the employee's accrued vacation time drops below thirty (30) days.

Part-time employees regularly scheduled to work at least 20 hours a week will be entitled to vacation leave accrued pro rata. Maximum vacation accrual allowed any part-time employee is a pro rata proportion of the full-time maximum.

At the Executive Director's discretion, employees may take (or be advanced) up to five days of vacation before it is accrued. A written vacation request should be submitted to the Executive Director for approval at least 10 days in advance of the requested vacation period. Vacation days can be used for vacation or personal necessity at the employee's request.

Centro Legal will include vacation accrual and balance information on pay stubs. The accuracy of such information will be dependent on employees' timely submission of time records. Vacation pay is calculated at the employee's current hourly rate or salary. For non-exempt employees, paid vacation hours do not count as "hours worked" for purposes of calculating overtime.

Upon separation from Centro Legal, an employee shall receive the entirety of their unused accrued vacation in the form of wages.

C. SICK LEAVE

1. Accrual

All full-time and part-time employees who work 20 hours a week or more will accrue paid sick leave as of their first day of employment. Sick leave is accrued at the rate of one day (or 8 hours) per month by full-time employees; sick leave is accrued pro rata by part-time employees. Employees shall accrue sick leave up to a cap of 20 days. Employees shall accrue sick leave during paid time off.

2. Compensation for Sick Leave

Employees will receive pay at their normal base rate for any sick leave taken. However, employees will not be paid for any accrued but unused sick leave upon termination of employment.

3. Use of Sick Leave

Sick leave may be used as follows:

- a. For medical, dental or vision appointments for the employee or his/her family members;
- b. For preventive care;
- c. For prenatal care or pregnancy-related conditions;
- d. For personal illness or injury;
- e. For personal mental health;
- f. For care of a family member who is ill, injured or receiving medical care, treatment or diagnosis; or
- g. For care or services related to domestic violence, sexual assault or stalking.

Family member means an individual with any of the following relationships to the employee:

- a. Spouse, and parents thereof;
- b. Sons and daughters, and spouses thereof;
- c. Parents and spouses thereof;
- d. Brothers and sisters;
- e. Grandparents and grandchildren;
- f. Domestic partner and parents thereof;
- g. A "Designated Person".

Parent means:

- a. A biological, adoptive, step, or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;
- b. A person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian; or
- c. A person who stands in loco parentis to the employee or stood in loco parentis to the employee when the employee was a minor or required someone to stand in loco parentis.
- d. A parent (as described in the above subparagraphs) of an employee's spouse or domestic partner.

Son or daughter means:

- a. A biological, adopted, step, or foster son or daughter of the employee;
- b. A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;
- c. A person for whom the employee stands in loco parentis or stood in loco parentis when that individual was a minor or required someone to stand in loco parentis; or
- d. A son or daughter (as described in 1-3) of an employee's spouse or domestic partner.

Domestic partner means an adult in a committed relationship with another adult.

“Designated Person” means, if an employee has no spouse or domestic partner, the person the employee designates as that person for whom s/he may use paid sick leave to provide aid or care. Centro Legal will provide employees notice of their right to so designate a person within 5 days of the start of their employment. An employee of Centro Legal may make the initial designation and update that designation at any time.

- Reporting to the Office - An employee will, as soon as reasonably able, notify their supervisor when he/she is or will be absent due to illness. Centro Legal recognizes that emergencies, accidents, and sudden illnesses sometimes will

prevent advance notice of the need for leave. In such circumstances, employees need only provide notice as soon as practicable.

- Advance Sick Leave - When an employee's sick leave balance has been exhausted, the employee may request advance sick leave from Centro Legal's HR Director. Advances of sick leave shall be at the discretion of Centro Legal's management.
- Exempt employees- Exempt employees must only use sick time if they work less than five hours on a given day. An exempt employee who works at least forty hours in a week shall not have sick leave deducted.

D. HEALTH LEAVE DONATION PROGRAM

1. Policy Statement

We recognize that employees may have a family emergency that causes a severe impact to them resulting in a need for additional time off in excess of their available paid time off. To address this need all eligible employees will be allowed to donate sick time from their unused balance to the Health Leave bank in accordance with the policy outlined below. Donation of sick days is strictly voluntary and may not be solicited.

2. Recipient Eligibility & Guidelines

Employees who would like to make a request to receive donated sick time from the Health Leave Bank must have a situation that meets the following criteria:

- Critical or Severe Medical Condition. The employee or his/her immediate family suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe medical nature and which would otherwise require the employee to take leave without pay.
- Immediate Family Members. Immediate family member is defined, for purposes of this section, as spouse, domestic partner, child, or parent.

This program is intended to offer partial wage replacement after the employee has exhausted all other possibilities for wage compensation.

3. Donor Eligibility & Guidelines

Employees who donate sick time from their unused balance to the Health Leave Bank must be employed for a minimum of 1 year, and must adhere to the following requirements:

- Complete a Donation of Sick Time Form. All forms should be returned to the Director of Human Resources.
- May do so twice in any calendar year
- Donation minimum - 8 hours
- Donation maximum - 48.0 hours
- Must not have given notice of resignation

Employees who donate time must have sufficient time (48 hours, after the donated amount) remaining in their balance and will not be permitted to exhaust their balances. Employees cannot borrow against future sick time to donate.

4. Procedure

Employees who want to receive donated sick time from the Health Leave Bank are required to complete a Request for Sick Time Form. Employees who are requesting donated sick time may NOT make a personal request of coworkers; doing so will disqualify them from participating in this program. In order to manage the emotions that surround a crisis, and respect the confidentiality of the recipient and donor, all requests and donations of time will be completely anonymous. HR will facilitate a Health Leave Bank donation drive twice each year. All donated time will go into a central donation bank and not for a specific emergency/crisis or for a specific employee.

5. Approval

Requests for donations of sick time must be approved by the Director of Human Resources (or equivalent) and the Executive Director. The amount of sick time given will be based on the amount of time available in the donation bank and the requestor's situation, but shall not exceed twenty (20) days for any single medical situation except for extraordinary circumstances approved by the Executive Director. Sick time granted to a requesting employee that is not needed will be returned to the donation bank. The recipient employee who wishes to use donated days must exhaust all other forms of paid leave and wage compensation.

ARTICLE 13 - WORKPLACE HEALTH AND SAFETY

Centro Legal will work with employees to provide a safe and healthful work environment. No employee shall be required to work under conditions which the employee has a reasonable, good-faith belief are injurious to his or her health. Any employee who is aware of such conditions, or any potential health or safety hazards, must immediately bring them to the attention of management.

Centro Legal will provide employees with a yearly ergonomic training. In addition, Centro Legal will provide each employee with an individual ergonomic evaluation upon request. Centro Legal will procure recommended ergonomic equipment as needed, as soon as such equipment can be ordered and obtained after the ergonomic evaluation or after otherwise learning of an employee's need for such equipment. Centro Legal shall not refuse to provide any ergonomic equipment recommended by the ergonomic evaluator or by an employee's doctor.

Employees shall promptly report any case of ergonomic injury or any discomfort due to work or job station or tool design to the manager.

First-aid supplies are located in the office supplies areas of each office. The location of the nearest medical facility is posted in the office supplies area of each office.

Centro Legal will create an emergency evacuation plan and will conduct regular practice evacuations.

ARTICLE 14 - LEAVES OF ABSENCE

A. FAMILY AND MEDICAL LEAVE

1. Family Medical Leave

An employee requesting family medical leave shall be granted such leave in accordance with provisions of the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) with no reduction in benefits. Any accrued vacation or compensatory time off may be used by the employee during this time.

2. Parental Leave

Employees are entitled to six months of parental leave for the birth, adoption or foster care placement of a child.

3. Paid Maternity Leave

An employee shall receive eight weeks weeks paid maternity leave after the birth of a child. This is in addition to benefits provided by SDI and PFL. Centro Legal will integrate this paid leave with the employee's SDI and PFL benefits.

4. Paid Parental Leave

For an employee not receiving maternity leave, the employee shall receive eight weeks paid parental leave after the birth, adoption, or foster care placement of a child.

5. Integration of benefits

For industrial injury or disability leaves covered under the California Family Rights Act (CFRA), Workers' Compensation, State Disability Insurance (SDI) and/or PFL, payments for such leaves and sick benefit allowances shall be provided separately by the State/carrier. If Workers' Compensation, SDI, and/or PFL payments cover all or part of the period during which sick benefits allowance is paid, the sum of the two shall not exceed the sick benefit payable for that period and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of paid and sick leave benefits with Workers' compensation, SDI, and/or PFL payments shall be automatic. Any employee entitled to SDI and/or PFL payment must apply for the payments (in order that the principle of integration may be applied) before sick benefits are payable. Upon request, an employee may also integrate any or all unused prorated vacation and unused floating holidays.

B. BEREAVEMENT LEAVE

A full or part-time regular employee who suffers a death in his/her immediate family will be given up to five days of paid bereavement leave. Bereavement leave pay is calculated at the employee's normal rate of pay. Additional unpaid leave may be given upon approval of Executive Director. In that circumstance, the employee may elect to use accrued vacation, sick leave, or leave without pay. For the purposes of bereavement leave, family shall be defined as in the Sick Leave section above.

With the approval of their supervisor, employees may receive one day off with pay in the event of the death of a relative who is not a member of their immediate family as defined in the Sick Leave section above.

C. ELECTION DAY LEAVE

Employees who are registered to vote and who do not have sufficient time to do so during non-working hours may take up to two hours off with pay in order to vote on each official election day. The paid time will be taken at a time mutually agreed upon by the employee and their Manager, normally at the beginning or end of the regular working shift. Prior notice of at least one working day is required.

D. JURY AND WITNESS DUTY

Centro Legal will provide employees time off to serve, as required by law, on a jury or grand jury. Centro Legal also will provide employees with time off to appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order. An employee on jury duty will be eligible to receive time off (with pay) for this purpose with no loss of accrued sick leave or vacation leave, up to a maximum of 20 days of paid jury duty. Exempt employees who work any portion of a workweek in which they also serve on jury duty or appear as a witness will receive their full salary for that week. Compensation received by the employee as a result of jury duty or appearance as a witness, with the exception of that received for mileage, is to be reimbursed to Centro Legal. An employee on jury duty is expected to report to work on any full or partial day in which the employee is excused from jury duty. It is the employee's responsibility to inform his/her supervisor daily as to the status of their jury duty requirements.

E. MILITARY-RELATED LEAVE OF ABSENCE

1. Volunteer Civil Service Leave

Non-exempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Exempt employees who work any portion of a workweek in which they also perform volunteer civil service as a volunteer firefighter, reserve peace officer or emergency rescue personnel will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Employees may substitute accrued vacation for any unpaid portion of leave to perform emergency duties under this policy.

2. Civil Air Patrol Leave

Employees who are volunteer members of the California Wing of the civilian auxiliary of the U.S. Air Force (Civil Air Patrol) shall be granted Civil Air Patrol Leave in accordance with California law.

3. Military Leave

Employees may take up to five cumulative years of leave time for service, voluntary or involuntary, in the uniformed services in accordance with State and Federal Law.

4. Military Spouse Leave

Employees who work more than 20 hours per week and have spouses in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict will be given up to 10 unpaid days off when their spouses are on leave from military deployment, in accordance with State and Federal Law.

5. Other Military-related Leaves

Employees may take up to 26 weeks of leave to care for a service member or veteran with a serious health condition who is a parent, spouse, domestic partner, child or next of kin of the employee, as defined under the FMLA. The amount of paid time off provided will be determined by the Caregiving Leave policy. Employees also must apply for PFL benefits (if eligible) under the Caregiving Leave policy.

Employees also may take up to 12 weeks of unpaid leave for any qualifying exigency arising out of the fact that the employee's parent, spouse, domestic partner or child is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Military exigencies include short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities arising out of the military exigency.

F. LEAVE FOR EDUCATIONAL/DAYCARE PURPOSES

Employees who are parents, guardians or grandparents having custody of a child in a licensed day care facility, kindergarten or grades 1-12 will be granted up to 40 hours time off without pay (except as provided below), per calendar year, but no more than eight hours in any calendar month: (1) to participate in the activities of schools or licensed child daycare facilities attended by their children, (2) to enroll or visit a school or child care facility, or (3) to address a child care emergency. Non-Exempt (hourly) employees will be granted 7 hours of paid time under this section. Employees wishing to take time off for this purpose shall provide their manager with reasonable notice of the planned absence. Employees may use accrued vacation for the unpaid portion of time off under this section.

G. LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING OR OTHER VIOLENT CRIME

Centro Legal will provide unpaid time off to an employee who has been the victim of domestic violence, sexual assault or stalking or other violent crime or who is the family member (as defined in the sick leave section above) of a victim of domestic violence, sexual assault or stalking to help ensure the health, safety or welfare of the domestic violence victim. This includes, inter alia, time off for court proceedings, counseling, medical attention, and participation in safety planning programs. Employees may use accrued vacation or sick pay for this time off. The organization also will provide reasonable accommodation for a victim of domestic violence, sexual assault, or stalking who requests an accommodation for the safety of the victim while at work, unless such accommodation constitutes an undue hardship to the organization's business operations.

H. SABBATICAL LEAVE

A permanent employee shall be eligible for a sabbatical of eight (8) weeks leave, with three (3) weeks paid, after completing five years of employment at Centro Legal. During this time, employees shall not have any responsibilities for work at Centro Legal. Upon return from a sabbatical, Centro Legal will reinstate the employee to the same position held before the leave began.

All employees covered by this agreement are eligible for a sabbatical. Entitlement to such leaves shall be retroactive to all members of the bargaining unit employed on the date of the signing of this agreement.

The first three (3) weeks of sabbatical leave will be paid at the regular rate of pay with no loss of benefits. After the first three (3) weeks employees may use their accrued vacation to cover all or part of their time off. Whether an employee uses accrued vacation time to cover or supplement a sabbatical is at the employee's discretion.

Employees may not extend the eight (8) weeks sabbatical leave with accrued vacation or any other leave. During the period of unpaid leave, employees shall not accrue vacation or sick leave benefits. However, employees shall continue to receive health, life, disability, and dental benefits at Centro Legal's expense.

Employees requesting sabbatical leave under this article must submit a written request to take sabbatical at least three (3) months in advance of the proposed starting date. The date of such leave shall be mutually agreed upon by the employee and Centro Legal, but the employee's request shall not be unreasonably denied. Management may require employees to adjust the timing of their sabbatical leave to ensure adequate staffing to meet organizational needs.

When the leave is granted, a date for the end of the leave shall be set and the employee shall have the right to return to employment on that date, provided that the employee may return on an earlier date if approved by the Executive Director.

The layoff and recall provisions of this Agreement shall apply to permanent employees on sabbatical leave.

I. DISCRETIONARY UNPAID LEAVE

A permanent employee may request an unpaid discretionary leave of absence by submitting a written request to the Executive Director stating the reason for the leave and the proposed duration. Leaves may be granted at the discretion of the Executive Director. If a discretionary leave is granted, a date shall be set for the end of the leave, and the employee shall have a right to return to employment on that date. If the employee's position is vacant, he or she may return on a date earlier than the established ending date provided prior approval of the Executive Director has been received.

Absent good cause, a permanent employee who does not return from a discretionary leave on the specified date and has not received the written approval of the Executive Director for an extension of leave shall be deemed to have resigned effective the day following the employee's scheduled return.

The layoff and recall provisions of this Agreement shall apply to permanent employees on discretionary leave. Health plan, life, dental or disability contributions ordinarily made by the Employer may be made by the employee at his or her own expense to the extent permitted by the applicable plan and by federal law, COBRA.

NOTE: POLICIES LISTED IN THIS ARTICLE ARE SUMMARIES. THE FULL POLICY LANGUAGE CAN BE FOUND IN THE Centro Legal EMPLOYEE HANDBOOK. CHANGES TO THE POLICIES WILL NOT BE UNILATERALLY IMPLEMENTED BY THE EMPLOYER.

ARTICLE 15 - BARGAINING UNIT WORK

The parties agree and the Union acknowledges that the duties of management may often overlap with bargaining unit members' duties. For example, although the Program Director is a non-bargaining unit position, the position involves the practice of law, hands-on case work, working on grants, engaging in litigation, all other activities related to program work, and assisting others in the organization as appropriate for the efficient operation of the organization

and maximum use of the organization's resources. The performance of these or any duties by management that may overlap with those of bargaining unit members shall not cause an erosion of the unit through demotion, layoff, or attrition.

ARTICLE 16 - TERM OF AGREEMENT

This Agreement shall be effective March 15, 2019 through March 15, 2021. Either party may give formal notice of its desire to commence negotiations for a successor agreement, unless otherwise mutually agreed. Bargaining for a new agreement will begin on a date that is mutually agreed by parties, but is not later than December 1, 2020.

ARTICLE 17 - PROMOTIONS AND PROFESSIONAL DEVELOPMENT

The parties agree that the professional development and support of staff is a priority for the organization, as is the improvement of the organization's overall performance. To address this priority, supervisors will encourage employees to participate in relevant training and development programs in order to maximize their job performance and to increase their promotional opportunities. To that end, Centro Legal will provide regular and meaningful feedback, guidance, goal-setting, and training for all staff.

A. Professional Development Plans

Program policies and annual performance evaluations shall contain regular feedback, guidance, and a professional development plan for each employee aimed at enhancing the employee's professional knowledge, skills, and abilities, within their current job description, as well as growth opportunities.

Centro Legal encourages professional development for all employees. Supervisors have the responsibility for guiding employees in their professional development efforts. These efforts should be discussed and documented during an employee's annual performance evaluation discussion. The professional development plan shall set forth training, practice, achievement, and similar goals relevant to the employee's work, and shall be completed by the supervisors in consultation with the employee.

B. Promotional Opportunities

If a position becomes available, preference will be given to qualified internal applicants for promotion, provided they submit an application within ten (10) working days of the

recruitment being opened. Current employees will be given the chance to interview first if they express interest within five (5) working days of the recruitment being opened. If two or more current equally qualified employees apply for a position, as measured by past work performance and by qualifications for the position being applied for, the most senior employee will receive preference.

When evaluating internal candidates, the employer may consider, among other things, the following criteria:

1. Whether the employee meets the minimum qualifications for the position listed in the job description,
2. Whether the employee has satisfactory job performance as evidenced by all of the following:
 - a. the last performance evaluation was not "improvement needed;"
 - b. the absence of written warnings during the prior 12 months in the employee's personnel file; and
 - c. references from the employee's immediate supervisor or, when applicable, supervisees, and references from others at Centro Legal who have worked with the employee.
3. Whether the employee has satisfactory attendance, meaning that the employee has not been warned in writing for attendance problems during the prior 12 months.

Notwithstanding the foregoing, Centro management retains the right to make a final decision with respect to promotional hires and nothing in this paragraph shall prohibit Centro from opening up any recruitment to external candidates.

All internal promotions, including promotion to management positions, shall be subject to to Centro Legal's hiring process as described in Proposal 7.

- Paralegal

After completing one year of legal work, an advocate's work title will automatically become "paralegal" provided the employee meets the requirements of Business and Professions Code section 6450. This title change will not automatically change the employee's job description and responsibilities.

Immigration Paralegals may request sponsorship for Department of Justice Accreditation.

- Staff Attorney
Prior Centro employees who subsequently complete law school will be given hiring preference for Staff Attorney positions.
- Senior Positions
Job descriptions for senior positions (including, but not limited to, Senior Paralegal and Senior Staff Attorney), as well as the process by which employees will be hired or promoted into senior positions, will be negotiated by the Labor Management Committee.

C. Trainings and Reimbursement

1. Internal Training

Centro Legal recognizes the value of training for all employees. Training will be provided during onboarding of new employees, when the employee's manager determines it is necessary for an employee to acquire a new job related skill or in order for the employee to perform their job, or where the manager determines the training may assist the employee in job advancement. Training may also be provided at the request of the employee, and/or at suggestion of the Labor Management Committee or Diversity Committee subject to approval by the employee's manager, which approval will not be unreasonably withheld. Employees who feel they need training may request their managers make the necessary arrangements. Expenses associated with training which the employee's department requires and/or authorizes an employee to attend will be fully covered by Centro Legal, and such training will occur on work time.

2. External Trainings

Centro Legal will make funds available in its annual budget for employees to attend approved outside trainings, courses, or conferences that are related to the employee's job duties.

An employee attending an approved training during working hours shall be paid at their regular rate of pay during such attendance. Approved trainings shall be treated as work time for all purposes.

D. Cross Training/Diverse Workload

Centro Legal will prioritize and schedule inter and intra program cross-trainings, on at least a semi-annual basis. All employees are eligible for cross-training programs in tasks outside the usual parameters of their jobs.

ARTICLE 18 - GRIEVANCE PROCEDURE

The purpose of the procedures set forth herein is to provide the parties with an orderly means of resolving differences which may arise between them.

A. Grievance

1. Definitions: A grievance is defined as a question or complaint filed by the Union concerning the interpretation or enforcement of the terms and provisions of this Agreement.
2. Terms of Grievance: Grievances against Centro Legal may be initiated by an individual employee, a group of employees, and/or the Union.
3. Timeliness: The grievance will be submitted no later than fifteen (15) working days after the employee knew or should have known of the occurrence of the events giving rise to the alleged grievance, or within twenty (20) working days of initiation of the informal process.
4. Adherence to Time Limits
 - a. The Employer and the Union agree that grievances should be raised and settled promptly.
 - b. Centro Legal will notify employees who are the subject of disciplinary actions other than verbal counseling that they may request Union representation so that the Union may review the process and respond within the set time limits.
 - c. Failure of the grievance to proceed within any time limit delineated in this article will constitute a waiver of the claim.
 - d. The time limits in this section may be extended by mutual written agreement.
5. Time Off for Grievance Meetings: The employee and his/her designated shop steward will be granted reasonable time off with pay for participation in grievance meetings with management representatives.

B. Informal Process

The parties acknowledge that, ideally, grievances should be settled at the lowest possible level. Consistent with this principle, employees are encouraged to initially raise grievances through an informal conflict resolution process by raising complaints with their supervisor or Centro Legal's Human Resources Director. An employee shall raise any such complaint

within fifteen (15) working days after the employee knew or should have known of the occurrence of the events giving rise to the alleged grievance. The appropriate Management and Union representatives will make themselves available to participate in the informal conflict resolution process.

C. Grievance Procedure

Step 1- Filing of Grievance

The Union will submit a written grievance to Centro Legal's Human Resources Director, or a designated alternate, and include a description of the complaint, identifying the step in the process, the people involved, the specific sections of this agreement that were violated, an explanation as to how and/or why the Union believes such sections were violated (as needed), and the remedy that is being sought.

Step 2 – Investigation by Human Resources Director or Designee

1. Investigation: Following receipt of the grievance, the Human Resources Director or their designee will have twenty (20) working days to investigate the grievance and attempt to settle the dispute. Such investigation may include a review meeting with the individuals directly involved.
2. Resolution: If the Human Resources Director or designee is unable to settle the dispute, the Human Resources Director or their designee will provide a written determination of the grievance to the employee and to the Union within twenty (20) working days after receiving the Step 1 notice.

Step 3 – Mediation

If the Union does not accept the determination of the Human Resources Director or their designee, the Union has twenty (20) working days from the receipt of the determination to request that the parties participate in mediation as set forth below.

1. The parties will jointly select between either the assigned federal mediator or by alternately striking from a slate of seven (7) mediators provided by the Federal Mediation and Conciliation Service ("FMCS").
2. A grievance mediation meeting shall be scheduled within thirty (30) working days of the request for mediation subject to the schedule of the mediator.

3. Neither Centro Legal nor the Union will be bound by any recommendation of the mediator.

Step 4 – Arbitration

If mediation in Step 3 fails to resolve the grievance, then within twenty (20) working days of the date on which the mediation concludes, the Union may refer the grievance to arbitration. The Union will notify Centro Legal in writing of its intention to arbitrate the dispute.

1. Selection of an Arbitrator

The Arbitrator will be selected by the Union and Centro Legal. If the Union and Centro Legal cannot agree upon an arbitrator, either side may request that the FMCS supply a list of seven (7) names of arbitrators who, if possible, are members of the National Academy from the metropolitan area. Within ten (10) working days of the receipt of this list, the arbitrator will be selected from this list by the alternative striking of names (the first strike being determined by a flip of a coin), and the last name remaining will be the Arbitrator.

2. Arbitration Hearing

- a. Arbitration will be scheduled as soon as possible, considering schedules of the representatives of Centro Legal and the Union. In discharge cases, both parties shall make every effort to ensure that the arbitration hearing be completed within one year of the date of discharge.
- b. The hearing will be closed unless the arbitrator rules otherwise. Arbitration hearings under this agreement will be conducted in accordance with the Rules of the American Arbitration Association. The arbitrator will preside at an arbitration hearing at which the parties will have the opportunity to present evidence and argument in support of their positions, and to confront and cross-examine each other's witnesses. The parties may be represented by counsel of their own choosing at the arbitration hearing, provided each party notifies the other of the contact information for their counsel at least ten (10) working days prior to the hearing, and provided further that each party will be responsible for their own attorney's fees. Each party will be allowed to subpoena witnesses, to present sworn testimony and documentary evidence, and to cross-examine opposing witnesses. They may also present oral arguments to the arbitrator in support of their position, or, if either party wishes, they may submit briefs to the arbitrator summarizing the evidence and containing argument, provided that such written material also be presented to the opposing party.

3. Resolution

- a. After the hearing, the Arbitrator will render a decision, which will be final and binding on all parties. The Arbitrator will base the decision and the award, if any, on the facts, briefs, and arguments presented at the hearing.
- b. The Arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provisions of this Agreement or the established policies and practices of Centro Legal, unless such policies or practices are inconsistent with the provisions of this Agreement.
- c. The arbitrator will base the decision and the award, if any, on the facts, briefs, and arguments presented at the hearing.
- d. Where an arbitrator finds that an employee was discharged without cause but that reinstatement is inadvisable under the circumstances, then they may award front pay and fringe benefits (or the value of fringe benefits if there are provider/plan restrictions) in lieu of reinstatement for a period not to exceed twelve months.

4. Expenses

The expenses of arbitration will be divided equally between Centro Legal and the Union. The expenses will include transcription costs and payment to the Arbitrator. Transcription may be waived by mutual agreement of Centro Legal and the Union.

The Centro Legal and the Union each will bear its own expenses of representatives and witnesses, and each will bear its own attorneys' fees, if any.

ARTICLE 19 - NONDISCRIMINATION/REASONABLE ACCOMMODATION/ ANTI-HARASSMENT/ANTI-RETALIATION

Centro Legal is an equal employment opportunity employer and does not discriminate on the basis of race, color, religious creed, sex (including pregnancy), gender, national origin, ancestry, citizenship, age, medical condition including genetic characteristics, mental or physical disability, military or veteran status, marital status, family responsibilities, caregiver status, sexual orientation, gender identity (including transgender status), gender expression, weight, height, linguistic characteristics (such as accent and limited English proficiency where not substantially job-related), citizenship status, status as a victim of domestic violence, sexual assault, or stalking, HIV/AIDS status, or any other basis prohibited by law. Centro Legal also prohibits discrimination based on a perception that an individual has any of the characteristics of

the protected classes listed above, and further prohibits discrimination against an individual who is associated with a person who has, or is perceived to have, any of those characteristics.

Centro Legal commits to making the work facilities barrier-free and accessible for all applicants and employees in accordance with the law, and will make reasonable accommodations in accordance with the law, provided such accommodations do not constitute an undue hardship.

Centro Legal will establish and maintain a work environment for its employees that is free from all forms of discrimination, harassment and/or retaliation. Such conduct will not be tolerated by Centro Legal, either by its employees or agents, including supervisors, non-supervisors and directors, or by non-employees such as job applicants, volunteers, clients, or employees of vendors or outside contractors. Centro Legal's policy regarding discrimination, harassment and retaliation, and the procedures for making a complaint regarding any such conduct, are set forth in the organization's Employee Handbook.

ARTICLE 20 - TEMPORARY EMPLOYEES

For the purposes of this Agreement, a temporary employee is an individual hired to work full- or part-time, on a short-term or project basis, in an existing covered position or in what would be considered a new covered position under Section ___ of this Agreement. Temporary employees are excluded from the bargaining unit.

A. General

1. Temporary Employees may be hired on either a full- or part-time basis, for staff special projects of limited duration; to temporarily fill the position of a recently departed employee; to temporarily fill a new position until a regular employee is hired; to provide temporary assistance based on certain needs (such as a specific case, grant or trial); to provide temporary coverage for regular employees who are on pre-approved leave; and to include summer law clerks, law students, law clerk interns, and Fellows with fellowships lasting less than 6 months.
2. Exclusions: Centro Legal agrees that for fellowship opportunities lasting at least six months, the Fellow will be covered by this Agreement. Fellows will accrue sick and vacation leave at the rate of permanent Centro Legal employees, and if hired into permanent positions, such leave will be preserved. At the conclusion of their fellowship term, fellows not hired into permanent positions shall be terminable at will. Fellows hired into permanent positions shall not be covered by the Introductory Period language in Section ___ of this Agreement. Fellows shall not earn or accrue seniority under this

Agreement, unless they subsequently are hired as regular employees. To the extent that the terms of a fellowship conflict with this Agreement, the terms of the fellowship shall govern and shall supersede this Agreement.

B. Use of Temporary Employees

1. A Temporary Employee may be used for a period not to exceed the length of the special project or the length of the leave of absence for which the employee was hired to cover, provided such period does not exceed one year in duration, with the exception of grant-funded positions if the grant period is for up to two years, in which case the period may be two years. This period may be extended by mutual agreement of the parties. Centro Legal cannot rotate these employees in-and-out of a position in order to provide a continuously filled position; however, if hired to cover someone on a leave of absence, the temporary employee may be retained for an additional, second temporary period to cover an extension of the original leave of absence or to cover a second, different employee who is on a leave of absence.
2. Any full-time Temporary Employees retained beyond the special project or leave of absence time frame, or such other mutually agreed upon timeframe, will become a regular full-time employee with all rights and benefits as provided in this Agreement. There are two exceptions to this rule: (a) If the special project for which the temporary employee was retained is not completed in the timeframe expected, then the temporary employee's term may be extended with agreement of the Union until the project is completed without converting to regular full-time employee status; and (b) In the case of temporary staffing replacement for an employee leave, the temporary period may be mutually extended to match the length of the employee's projected leave of absence without converting the temporary employee to regular employee status. Temporary employees will be paid the salaries and wage rates provided for under this Agreement. Temporary employees also will be eligible for holidays, vacation, sick leave and medical benefits as provided under this Agreement, except that employees who are hired for a period not to exceed 90 days will not receive vacation time or medical benefits.

C. Limits on use of Temporary Employees, Fellows, Law Clerks and Volunteer/Pro Bono/ Special Counsels

Centro Legal will not use temporary employees or other special types of employees to replace or reduce the current level of staffing and hours for regular part-time and full-time employees, or to postpone or avoid posting new regular positions. Centro Legal will not use volunteers to replace or reduce the current level of staffing and hours for regular part-time and full-time employees. The Labor Management Committee periodically may review the

use of temporary employees/volunteers/etc. to provide input on their effect on workload and staffing requirements.

ARTICLE 21 - INTRODUCTORY PERIOD

An employee's first six months at Centro Legal will be regarded as an introductory period. This provision will also apply to former employees who have applied for new positions with Centro Legal, with the exception of employees who were laid off and subsequently recalled. Fellows who have been hired as staff attorneys upon completion of their fellowship will not be required to serve a new introductory period.

If an employee is on leave during the introductory period, time spent on leave (counted in increments of at least one full day) will not count towards fulfilling the introductory period, and the introductory period will be extended by the period of the leave.

During this introductory period, the employment relationship is terminable at will. "At will" means that Centro Legal may terminate the employee for any lawful reason, with or without cause. Employees serving an introductory period shall be covered by all provisions of this Agreement other than the grievance procedure for discipline/discharge matters or the progressive discipline process.

A performance evaluation shall be completed and discussed with the employee at least midway into the introductory period. If at that time the employer believes the employee's performance is unsatisfactory, the employer must provide the employee with a detailed description of the specific criteria which must be met in order to successfully complete the introductory period. Notwithstanding the foregoing, Centro Legal's failure to provide this feedback will not limit in any way its ability during the six (6) month introductory period to discharge the employee with or without cause, and without a progressive disciplinary process. Termination of an employee that occurs during the six (6) month introductory period may not be grieved.

ARTICLE 22 - EXIT INTERVIEWS

Exit interviews provide valuable feedback and suggestions for organizational improvement.

Upon layoff, voluntary resignation, or separation from Centro Legal for reasons other than termination, an employee must be offered an exit interview with the Executive Director or the Human Resources Director (or equivalent). The departing employee may opt to have a representative of their choosing and/or a member of the Diversity Committee accompany them to

the interview. The Interview will take place before separation unless the parties mutually agree to schedule it after separation.

An employee shall not be compelled to participate in an interview with any specific person or compelled to participate in the interview process at all.

Except where disclosure or investigation is required by law, the departing employee shall be provided the opportunity to determine whether some or all of the information disclosed in the interview shall be kept confidential or may instead be disclosed to the Diversity Committee and/or the Labor Management Committee. Centro Legal will maintain detailed written records of the interviews and will work with the Diversity Committee to address actively work to address departing employees' concerns.

ARTICLE 23 - BARGAINING UNIT POSITIONS

The bargaining unit shall include all non-management staff, except temporary workers, including but not limited to the following classifications:

Intake Specialist

Advocate

Coordinator

Paralegal

Board of Immigration Appeals Accredited Representative / Department of Justice Accredited Representative

Staff Attorney

Grant Manager

Finance Manager

Fellow

Legal Assistant

Program Assistant

Interpreter

Administrative Assistant

Or any of the above positions with a Senior designation.

ARTICLE 24 - BAR EXAMINATION, BAR LEAVE, AND PROFESSIONAL DUES

Section 1. Employees hired for staff attorney positions prior to passing the Bar Examination, shall be provided one opportunity to take and pass the Bar Examination while they are employed with Centro Legal. Such employees shall be offered 15 days of paid bar leave to prepare for and take the California Bar Examination during the first available examination session after their date of hire. The 15 days of paid leave shall be used consecutively, encompass the dates of the Examination, and at least 10 days shall be prior to the dates of Examination. This does not limit the Employees' ability to also use other leave as provided for in this Agreement.

Section 2. Centro Legal shall have just cause to terminate an employee hired for a staff attorney position who fails to take and pass the Bar Examination in the first available examination session after their date of hire.

Section 3. The Employer shall pay the California State Bar dues for each permanent or probationary staff attorney, or, if the attorney is barred in another state, the bar dues for that state bar. These dues shall be paid directly to the State Bar. At the discretion of the Executive Director, Centro Legal will pay local or county bar dues if such membership is reasonably related to the performance of the staff attorney's duties.

Section 4. Centro Legal will reimburse reasonable pre-approved expenses for the purposes of attending professional development and/or continuing legal education programs reasonably related to the performance of the staff attorney's duties.

ARTICLE 25 - EXPENSE REIMBURSEMENT

Centro Legal shall reimburse employees for all actual work-related expenses incurred by the employee in the course of the employee's appropriate work activities, including but not limited to, filing fees, copying costs, and transportation.

Centro Legal shall provide employees a \$20 monthly technology stipend for use of personal electronic devices.

Work-related use of a personal car shall be reimbursed at the prevailing Internal Revenue Service rate per mile, plus parking and toll charges. Use of public transportation to a work-related event will be reimbursed at actual cost.

Travel costs (including transportation, meals and accommodations) outside the Bay Area, defined as the counties of San Francisco, San Mateo, Santa Clara, Alameda, Napa, Sonoma,

Marin, and Contra Costa, shall be reimbursed provided there has been prior approval by the employee’s supervisor. Employees shall make every effort to obtain the lowest reasonable costs for fares and accommodations. When traveling outside the Bay Area, staff shall be reimbursed for meals, excluding alcohol, at an amount not to exceed \$50.00 a day.

ARTICLE 26 - WORK TIME

Hours of Work

The normal work week for all full-time Centro Legal employees will consist of 40 hours.

Breaks

Non-exempt employees shall be entitled to paid 15-minute rest periods and unpaid 30-minute meal periods as provided in the chart below:

Hours Worked	Rest Periods Provided	Meal Periods Provided
Less than 3.5	None	None
3.5 to 5	One rest period	None
5 - 6	One rest period	One meal period
6 - 10	Two rest periods	One meal period
10 +	Three rest periods, then one additional rest period for each additional four hours worked	Two meal periods, then one additional meal period for each additional five hours worked.

Change in Regular Hours

The employer must give 20 working days’ notice to the employee and the union before an employee can be required to change their regular work schedule, except when the employee is required to work overtime.

Non-Exempt Employee Work Time

Definition and Disclosure of Overtime

Except when an alternative work schedule has been authorized by Centro Legal, the term “overtime” will mean more than 8 hours worked in a day, or more than 40 hours worked in a week, exclusive of meal breaks, by employees classified as non-exempt under the federal and state overtime regulations. Centro Legal will disclose known instances of seasonal or repetitive overtime requirements of non-exempt positions to employees during the hiring process, in advance of their accepting a position. To the extent possible, specific seasons, events, or activities that trigger overtime will be indicated, as well as probable ranges of overtime hours that may be necessary. This information will be contained in the job announcement and job description. Short-term emergency needs for overtime are not subject to disclosure requirements.

Relief from Overtime

Any employee can submit a written request for relief from required overtime without incurring negative repercussions. Requests will fall into two (2) categories:

Category 1: Request for relief from overtime that was disclosed to the employee at the time of accepting the job. Each Category 1 request will be reviewed by the employee’s manager. If the decision to relieve the overtime is denied, a written reason(s) will be provided.

Category 2: Request for relief from overtime that was not disclosed to the employee at the time of accepting the job, or at the time the job was changed, or that is significantly in excess of what was disclosed to the employee at the time of accepting the job that is not due to an emergency or other temporary situation.

Each Category 2 request will be reviewed by the employee’s manager. If the overtime is of a routine nature, and is not the result of a one-time event (such as a training period or project that will come to an end and not be repeated, a temporary vacancy in the department, or other discrete, non-repeating, temporary circumstances), the employee’s manager will take steps to relieve the overtime to a level that more closely aligns to that initially disclosed by the employer.

Limits on Work Time

Absent exceptional circumstances, non-exempt employees will not be required to work more than 12 hours in any given day or 50 hours in any week.

Overtime

Overtime for non-exempt employees will be compensated in the following manner:

- a. Hourly-rate at time-plus-one-half will be paid for all hours worked in excess of eight (8) hours in a day (regular alternative schedules are exceptions), or in excess of 40 hours in a week, up to 12 hours in a day or 60 hours in a week.
- b. Hourly-rate at double time will be paid for all hours worked in excess of 12 hours in a day, or 60 hours in a week. If double time is not already being earned, it will also be paid if the employee works for seven (7) consecutive days in a workweek, after eight (8) hours on the 7th day.

Notice of Overtime

The employer will give non-exempt employees at least 48 hours' notice of overtime that is not a part of the regular, disclosed overtime that is required for the position, except that advance notice is not required if the need for overtime arises as the result of urgent circumstances.

Exempt Employee Work Time

Exempt Employee Compensatory Time

Employees who work in excess of 45 hours a week will be granted hour-per-hour compensatory time off.

Employees may accumulate up to 5 days of compensatory time and such time will not be subject to expiration. It is recommended that all compensatory time-off be taken within two months of the date the additional time was worked. Exempt employees will not be paid in lieu of taking compensatory time off. Compensatory time not taken at the time of separation from Centro Legal will not be compensated.

Exempt employees will enter all hours worked into the timekeeping system.

ARTICLE 27 - WORKLOAD MANAGEMENT

Section 1. To facilitate caseload control, Centro Legal shall make available to employees and the Union statistics as to the average hours worked per week by each attorney and staff member. All employees shall be required to provide Centro Legal such information as is necessary to ensure the accuracy and timely compilation of these statistics. Centro Legal shall review these statistics every three months with the Labor Management Committee to (1) ensure there is not work overload, and (2) that the work is equitably distributed. All of these statistics shall be made available to the Union.

Section 2. Centro Legal agrees to make reasonable efforts to hire and maintain sufficient clerical and paralegal staff to ensure timely performance of legal services. Centro Legal also agrees to implement transparent policies about the types of case tasks that shall be handled by clerical or paralegal staff.

If Centro Legal does not have sufficient clerical and/or paralegal staff for all attorneys, Centro Legal will factor into its case assignment and workload assessment system whether or not an attorney will have clerical or paralegal assistance for any given case, and attorneys who are expected to complete cases without such assistance shall be assigned a correspondingly lower case load in recognition of the time they must spend on these tasks.

Section 3. A discussion of workload and capacity shall be a part of regular check-ins with supervisors. If any employee tells their supervisor that their workload is at capacity and/or work cannot be accepted consistent with the employee's professional responsibilities, the supervisor shall meet with the employee to review their workload, and work with the employee to identify a mutually agreeable resolution. While these discussions are ongoing, Centro Legal may not assign any new cases or any other substantial new responsibilities to the employee.

ARTICLE 28 - DIVERSITY COMMITTEE

Centro Legal will support and maintain a Diversity Committee to strengthen Centro Legal as an organization and to align Centro Legal's mission with its internal policies and office culture. The goal of the Diversity Committee is to incubate leadership and empowerment among staff through participation in: 1) hiring that acknowledges the overcoming of struggles as assets, 2)

recruitment that reflects the diverse composition of Centro Legal's community, and 3) an emphasis on retention by promoting a respectful, safe, and supportive office culture.

The Diversity Committee shall work in coordination with the HR Director to plan trainings, events, and any other activities that further the goals. The HR Director shall be allocated an annual budget to conduct such trainings, events and activities.

The Diversity Committee shall be composed of at least four bargaining unit members and no more than two members of management. Each bargaining unit member shall be elected to a term of 12 months by the members of the bargaining unit. Only bargaining unit members no longer in the introductory period shall be eligible to serve as bargaining unit representatives. Although there shall be no quota of the Committee membership, the composition of the Diversity Committee is intended to reflect the current Centro Legal staff, particularly program areas and positions.

The Diversity Committee shall participate in job interviews as detailed in the Posting and Filling Vacant/New Positions section of this contract.

Diversity Committee members may participate in exit interviews when requested by bargaining unit members, in accordance with the Exit Interview section of this agreement, and use information gathered from exit interviews to promote policies and practices that would improve retention and further advance the goals of the Diversity Committee.

ARTICLE 29 - JOB DESCRIPTIONS

Centro Legal will work with employees to develop realistic and detailed job descriptions for each position. The function of job descriptions is to help in determining the primary duties and responsibilities in each job and in determining whether an employee is properly classified. They are not intended to precisely define the exact duties to be performed.

In the event Centro Legal wishes to make substantial changes to an existing job description, Centro Legal will provide notice of the changes to the Union and to any impacted employees. The Union may request to meet to discuss the proposed changes within ten (10) working days of receipt of such notice. Pending the Union's request to discuss, Centro Legal may not move forward with implementing the proposed changes.

ARTICLE 30 - DISCIPLINE AND DISCHARGE

No permanent employee shall be disciplined or discharged except for just cause or gross/willful misconduct. The employee has the right to have a union representative present at any meeting held pursuant to this Article provided that obtaining the presence of that representative does not delay the meeting or discipline more than 48 hours. If the employee has requested a union representative, any warnings or notices pursuant to this Article shall be provided to both the employee and the union not less than 48 hours in advance of the meeting.

Section 1. Prior to engaging in progressive discipline, the employer shall conduct a thorough investigation of the alleged facts and circumstances pertaining to the employee's conduct, which shall include a face to face meeting with the employee. Prior to such a meeting, employer shall inform employee of the right to union representation at all steps in the process. During the investigation, the employee may be placed on paid administrative leave. At the conclusion of the investigation a written description of the alleged conduct and/or inadequate or unsatisfactory job performance and expected corrective behavior, if any, shall be provided to the employee.

Section 2. If the employer believes that the employee's conduct, acts or omissions, or the quality of an employee's job performance is inadequate or unsatisfactory, such that it rises to the level of just cause, but does not constitute gross or willful misconduct, the employer shall engage in reasonable progressive discipline prior to discharge. Such progressive discipline shall consist of:

Step 1: A written warning, including corrective action to be taken and copies of any documentary evidence supporting the allegations. Where such documentary evidence is voluminous, the warning will inform the employee of the right to inspect and to copy such evidence;

Step 2: If corrective action is not taken, or there is a repetition of previous behavior a second written warning, which may include a suspension without pay for up to five (5) working days. Before returning to work, a suspended employee and his or her managing attorney or supervisor must adopt a corrective action plan addressing the conduct, acts or omissions which led to the suspension.

Step 3: May discharge with the reason specified in writing.

Section 3. When an employee commits an act or omission constituting gross or willful misconduct, the disciplinary process may start at Step 2 with a written warning, and written suspension notice without pay, or immediate discharge depending on the severity of the offense. The employer reserves the right to discharge the employee for that behavior without prior disciplinary action.

Section 4. Absent good cause, an employee who does not return from a leave of absence on the specified date and has not received the written approval of the Executive Director for extended leave shall be deemed to have resigned effective the day following the employee's scheduled return.

ARTICLE 31 - SUCCESSORSHIP

Section 1. This Agreement shall bind the signatories hereto, as well as their successors and assigns.

Section 2. Centro Legal shall give reasonable advance notice to the Union of any proposed merger or consolidation and shall advise the third party of the terms and conditions of this Agreement prior to concluding any such transaction.

ARTICLE 32 - SAVINGS CLAUSE

Section 1. If a provision of this Agreement is determined to be illegal or invalid as the result of any applicable local, state or federal law, only that portion of this agreement shall be deemed invalid. Such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The parties shall promptly meet to negotiate a replacement for the invalid provision. If a provision of this Agreement is determined to be illegal or declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The parties shall promptly meet to negotiate a replacement for the invalid provision.

Section 2. No policies or manuals promulgated by Centro Legal shall derogate or detract from the rights or benefits granted to the employees by express provisions of this Agreement.

Section 3. This contract constitutes the entire agreement of Centro Legal and the Union, except such amendment or amendments agreed to and signed by both parties. Each party waives its right to require the other to negotiate with respect to (a) such matters which are specifically referred to in this agreement, and (b) such matters that were discussed between Centro Legal and the Union during the negotiations that resulted in this agreement.

ARTICLE 33 - MANAGEMENT RIGHTS

With the exception of the terms that are expressly provided in this agreement, Centro Legal will continue to have all of the rights as an employer as it previously held, including without limitation, the sole right to conduct its business, direct and control its operations, and to manage its affairs as it deems appropriate; by way of example only, to hire, terminate, discharge or lay off employees, to increase or decrease the workforce, to rearrange departments and operations, to schedule work and hours of work, to train personnel, to decide and make job assignments, to decide and make decisions regarding the functions of a job, and to make changes in its operations or methods as it determines necessary for efficiency and effectiveness. This statement of specific rights will not be construed as a waiver of any other rights that have been previously held by Centro Legal.

This article is not intended to limit the employer's obligation to bargain with the Union over mandatory subjects of bargaining, nor does it waive the Union's right to argue that past practice applies.

ARTICLE 34 - EMPLOYEE BENEFITS – INSURANCE PLANS AND SALARY PLACEMENT

A. Medical Insurance

Centro will continue to maintain the same or similar level of medical coverage for the duration of this Agreement.

B. Dental Insurance

Centro will continue to maintain the same or similar level of dental coverage for the duration of this Agreement.

C. Vision Insurance

Centro will continue to maintain the same or similar level of vision coverage for the duration of this Agreement.

D. Life Insurance

Term life insurance in the amount of \$150,000 per employee shall be provided at Centro's expense for all regular full time employees.

E. Short-Term Disability Insurance (SDI)

Employees may be eligible for short-term disability insurance benefits through the State of California SDI program for a non-occupational injury or illness.

F. Long-Term Disability Insurance (LTD)

Long-term disability insurance shall be provided at Centro's expense for all full time regular employees.

Employee Benefits – Retirement And Savings Plans

A. Retirement Plan

Regular employees may participate in the Centro Legal 401(k) Plan upon completion of the six month employment introductory period. Eligible employees will be automatically enrolled in the Plan. Centro Legal will make an annual contribution of \$1,000 per year for each bargaining unit member who is outside of the introductory period at the time of the contribution. Part-time bargaining unit members outside the introductory period will receive a pro-rated portion of the \$1,000 contribution based on their usual work hours. The annual contribution shall be made each year in January. Centro Legal's contribution will vest immediately.

B. Dependent Care Flexible Spending Account (Dependent Care FSA)

Centro shall provide an employee self-funded Dependent Care Flexible Spending Account for all interested eligible employees. Employees of Centro may reduce their salaries and use pre-tax dollars to pay for childcare or the care of a disabled dependent through the Centro's Dependent Care Flexible Spending Account.

C. Health Flexible Spending Account (Health FSA)

Centro shall provide an employee self-funded Health Flexible Spending Account for all interested eligible employees. Employees of Centro may reduce their salaries and use pre-tax dollars to pay for qualified medical expenses not covered by the medical insurance policies through the Flexible Spending Account.

D. Transportation-commuter Benefits/ Qualified Transportation Fringe Benefits Program

Centro shall participate in a commuter benefits program. Employees of Centro may elect to reduce their salaries and use pre-tax dollars to pay for transit passes and/or qualified parking up to allowable limits.

Wellness Plan

Within 2 months of March 11, 2019, Centro Legal and bargaining unit representatives shall meet to discuss staff wellness initiatives.

Bargaining Unit Salaries

Bargaining unit members shall be paid based on the attached salary scale.

Bargaining unit members shall advance to the next step on the scale on their anniversary date. However, any employees above the scale shall not move up a step on the scale until they reach the appropriate step on the scale. All bargaining unit members shall receive the agreed cost of living increase one year after contract ratification.

The parties have tentative agreement on the placements on the salary scale for all bargaining unit members per the attached salary step placement spreadsheet. The parties agree to meet within one month of ratification to discuss any mistakes in placement. Step placement for attorneys is based on number of years of work experience in the legal field after graduation from law school. Step placement for non-attorney staff is based on years of directly relevant work experience, excluding part time work while in school.

Bargaining Unit members, including fellows, still employed at Centro Legal as of contract ratification shall receive compensation for the difference between the salary they received and

the salary they would have received under the salary scale from July 1, 2018 based on their step(s) during that time period.

Salary increases shall be reflected on paychecks within 45 business days of ratification.

For Engineers & Scientists of California, Local 20



Linda Shipley



Nancy Martinez

Ana Henderson-Arjona



Susan Beaty

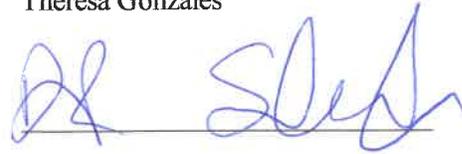


Jackie Zaneri

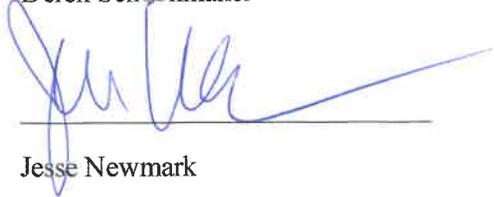
For Centro Legal De La Raza



Theresa Gonzales



Derek Schoonmaker



Jesse Newmark

CENTRO- LEGAL DE LA RAZA
Salary Scale (March 2019)

Positions	Steps					
Program Administrative Staff Paralegal Legal Assistant Intake Specialists Intake/Housing Advocate Interpreter (+\$3,000 Adjustment for Senior)	0<1	1<2	2<3	3<4	4<5	5<6
	48,000	49,000	50,000	51,000	52,000	53,000
	6<7	7<8	8<9	9<10		
	54,000	55,000	56,000	57,000		
Administrative Staff Financial Assistants Program Assistants Coordinators (+\$3,000 Adjustment for Senior)	0<1	1<2	2<3	3<4	4<5	5<6
	48,000	49,000	50,000	51,000	52,000	53,000
	6<7	7<8	8<9	9<10		
	54,000	55,000	56,000	57,000		
Attorney (Staff/Fellow) (+\$5,000 Adjustment for Senior Attorney)	0<1	1<2	2<3	3<4	4<5	5<6
	62,000	63,000	64,000	65,000	66,000	67,000
	6<7	7<8	8<9	9<10		
	68,000	69,000	70,000	71,000		
Grants Manager	4<5	5<6	6<7	7<8	8<9	9<10
	65,000	66,000	67,000	68,000	69,000	70,000
Finance Manager	4<5	5<6	6<7	7<8	8<9	9<10
	65,000	66,000	67,000	68,000	69,000	70,000

*1% increase annually for staff beyond step 10 (plus annual COLA adjustment)

*2.25% COLA one year after ratification

[Handwritten Signature]
3/11/19

[Handwritten Signature]
3/11/19