

# **AGREEMENT**

between

**LEGAL AID AT WORK**

and

**ENGINEERS AND SCIENTISTS OF  
CALIFORNIA LOCAL 20**

**IFPTE AFL-CIO & CLC**

**January 1, 2021 – December 31, 2023**

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THIS AGREEMENT is entered into this 1<sup>st</sup> day of January 2021, between Legal Aid at Work (hereinafter called the "Employer", "Legal Aid" or "LAAW") and ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20, IFPTE AFL-CIO & CLC (hereinafter called the "Union" or "ESC").

## **SECTION 1. UNION RECOGNITION**

- A. The Employer recognizes the Union as the exclusive collective bargaining representative of employees of Legal Aid in the classifications as per the card check agreement certified by David Weinberg on May 19, 2015, and as modified since that date (as reflected in Exhibit A), copies of which are attached hereto and made a part hereof.
- B. Legal Aid agrees to give thirty (30) 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, if appropriate. The parties also agree that Legal Aid 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 30-day notice period from the Union where appropriate.
- C. If Legal Aid contemplates promoting an employee to a newly created position, Legal Aid will meet and bargain with the Union over the salary.

## **SECTION 2. UNION MEMBERSHIP AND SERVICE FEE**

All employees subject to this Agreement presently employed by Legal Aid on the execution date of this Agreement, shall be required as a condition of employment to either: (1) join and remain a member of the Union; or (2) in the alternative, pay to the Union a fee for services rendered by the Union in an amount equivalent to regular membership dues.

All new employees subject to this Agreement first employed by Legal Aid after the execution date of this Agreement shall, as a condition of employment, either: (1) join and remain a member of the Union within thirty (30) days after employment, or (2) in the alternative, pay to the Union, commencing within thirty (30) days after employment, a fee for services rendered by the Union in an amount equivalent to regular membership dues.

Check Off of Dues: Legal Aid will deduct from employees' wages and turn over to the proper officers of the Union the membership dues and/or Agency Fees of such employee who individually and voluntarily certify in writing that they authorize such deductions.

### **SECTION 3. COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTIONS**

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

- A. ESC Local 20 and Legal Aid acknowledge that Legal Aid's agreement to implement payroll deductions for employees who voluntarily choose to make contributions to COPE is in no way an endorsement of COPE by Legal Aid.
- B. Responsibility for communicating information to employees about COPE resides with ESC Local 20, not Legal Aid.
- C. Legal Aid agrees to deduct COPE contributions on a per pay period basis from the paycheck of each unit member who voluntarily executes and delivers to the Employer a valid COPE deduction authorization form.
- D. COPE deductions may be cancelled by the employee with thirty (30) days' notice to the Union and to Legal Aid.

### **SECTION 4. BULLETIN BOARDS AND USE OF EMPLOYER SITES**

- A. The Union shall have the right to post a bulletin board in the Legal Aid office for the exclusive use of the Union, which bulletin board shall be located in the Employer's kitchen area. The Union's use of the bulletin board shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business. The Union shall not post thereon any matter derogatory to the Employer, management, the Legal Aid Board, or its donors.
- B. The Employer's premises may be used for Union meetings with bargaining unit members and visits by the designated Union Representative during business hours. The Union Representative will notify the V.P. of HR in advance of any such visit. Meetings with employees may occur in employees' offices as the first choice or in a conference room, if available, but the business of the office shall take priority in the use of any conference room. During such visits, employees shall take appropriate steps to ensure protection of any confidential client information or other information for which disclosure to third parties is prohibited. The Union Representative will ensure that such meetings and visits will not interfere with or disrupt normal operations or employees' work.

### **SECTION 5. UNION REPRESENTATION**

- A. The Union may appoint up to two stewards and, in their absence, one alternate to represent members of the bargaining unit. The Union shall inform the Employer of these appointments.
- B. Stewards may use 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 shall receive straight-time (or normal pay) for all meetings scheduled with management at mutually agreed times.

## **SECTION 6. LABOR MANAGEMENT COMMITTEE**

The Union and Legal Aid agree to pledge their best efforts to achieve the objective of the highest level of legal services. Therefore, a Labor Management Committee shall be utilized to discuss and make recommendations regarding labor/management and professional practice issues. 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 President for consideration.

The Labor Management Committee's scope will include, but is not limited to, input on the following topics:

- Office Staffing, including staffing needs and input on job descriptions.
- Budgeting.
- Referral and Case Approval Process, including handling of clinic referrals and case approval.
- Office systems, including staff concerns regarding office systems, assisting with the IOLTA application, key documents, templates, document management, and work space issues.
- Any other operational issues of concern.

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 6 times 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, Legal Aid's President may be asked to attend the meeting to assist in discussions and problem-solving.

## **SECTION 7. POSTING AND FILLING VACANT/NEW POSITIONS**

- A. **Postings.** All bargaining unit positions normally will first be posted internally for a period of not less than five (5) working days, after which the position will be posted externally and other recruitment methods also may be used to identify additional candidates. Management, at its discretion, may elect to have simultaneous internal and external postings in situations where there is time-urgency to begin the posting process.

B. **Hiring Process.** The hiring process shall be as follows:

- 1) Initial screening of candidates for minimal qualifications will be done by management;
- 2) Management along with the appropriate Program Director or Department Manager will review the applicant submissions, select candidates for interviews, and interview them;
- 3) Management also will seek input from other staff members as it deems appropriate;
- 4) Management will include the appropriate Program Director or Department Manager in discussions as to any hiring decision regarding a candidate in their respective programs/departments and strive to reach consensus on the hire;
- 5) All final hiring decisions remain in the discretion of management.
- 6) Upon the hiring of a new employee, the Employer shall give the Union written notice of the salary step in which the Employer has placed the new hire, together with a copy of the new hire's resume or job application. If the Union wishes to discuss and consult with the Employer concerning the assigned salary step, the Union shall notify the Employer within 30 days of the Employer's notice. All such discussions shall be confidential. After discussion and consultation, the final decision as to the prospective employee's new step assignment shall rest with the Employer.
- 7) Management will not implement any background or credit score checks for bargaining unit positions during the hiring process without prior notice to the Union, except as required by law or by the terms of any applicable contract between LAAW and its funder(s).

C. **Promotional Opportunities.** If a bargaining unit position becomes available, first consideration will be given to qualified internal applicants for promotion, provided such individuals submit an application within five (5) working days of the job being posted. Notwithstanding the foregoing, LAAW management retains sole discretion in making any and all final decisions with respect to promotions, and nothing in this paragraph shall prohibit LAAW from opening up any recruitment process to external candidates, consistent with the procedures set forth above.

## **SECTION 8. CLASSIFICATION/DUTIES OF STAFF**

- A. **Job Descriptions/Job Announcements.** Legal Aid at Work will provide each regular bargaining unit member and temporary employees where appropriate (not including Fellows) a copy of their job description or job announcement at the time of hiring. The parties recognize that the duties and responsibilities of positions may evolve and change over time, as the organization adapts and responds to ever-changing client needs.
- B. **Classification Questions.** If a staff member believes that there have been substantial changes and increased responsibilities in their work duties warranting a review of their classification designation, the staff member may consult with the V.P. of HR.

- C. **Grid Guidelines.** Legal Aid will, within eighteen (18) months of this agreement being signed, develop a proposed grade and classification grid establishing minimum educational attainment, prior work experience, and skill requirements for each job category, as well as any other objective factors used to establish the grid and step placement for any new hire.
- D. **Senior Title for Non-Attorney Staff Classifications.** Non-attorney staff shall receive the designation of "Senior" (e.g., Senior Paralegal, Senior Manager) upon: (a) 5 years' experience in the position at the organization; or (b) at least 7 years' experience in the position and 3 years in the position at the organization; or (c) at least 10 years' experience in the position.

## SECTION 9. TEMPORARY EMPLOYEES

- A. **Categories of Temporary Employees:** For the purposes of this Agreement, temporary employees covered by this Agreement are individuals hired to work, either full-time or part-time, in one of the two categories defined below:

1. **LAAW Temporary Employee:** An employee hired either on a full-time or part-time basis, to fill on a temporary basis the position of a recently departed regular employee; to fill a new regular position on a temporary basis until a regular employee is hired; to provide temporary coverage for regular employees who are on a pre-approved leave; or to provide temporary assistance based on certain short-term needs (such as a specific case, or administrative project).

2. **Fellows with Terms That are Greater than Six Months or Limited-Term Grant-Funded Employees:** To be a Limited-Term Grant-Funded Employee, the employee must be funded primarily by an external grant awarded to LAAW that supports that person's employment and hired for a specific, limited term.

**Exclusions:** The following positions are excluded from the bargaining unit entirely: (a) Fellows with Terms of six months or less; (b) summer law clerks; and (c) law students. However, all such individuals, if hired to work and paid by Legal Aid as employees, will be entitled to holidays and to sick leave benefits, as required by law. In addition, individuals employed by staffing agencies (such as Robert Half) and assigned to work at LAAW (as discussed in Paragraph G below) are also excluded from the bargaining unit.

- B. **Communication with Temporary Employees.** The parties recognize the precarity inherent in temporary employment and commit to transparent and prompt communication with all temporary employees about when the term of temporary employment will end and the possibility of extensions.

Job postings for all term-limited positions will state the expected duration of the term of employment. For term-limited grant-funded positions, the job posting will also state that a grant is funding the position.

Prior to hiring, LAAW will provide temporary employees with written confirmation of the expected term of their employment. Term-limited grant-funded employees also will be given access to a copy of the grant that provides the primary source of funding for their position.

If the expected term of employment is shortened or extended, management will provide the temporary employee with written confirmation of the updated term of employment as soon as practicable.

**C. Use of LAAW Temporary Employees.**

LAAW Temporary Employees (as defined above) may be employed for a period not to exceed the length of the special project or the length of the period of absence or leave of absence by the regular employee for which the Temporary Employee was hired to cover, provided the period does not exceed one (1) year in duration. This period may be extended by mutual agreement of the parties.

LAAW shall not rotate LAAW Temporary Employees in and out of a single position in order to continuously fill that position.

If a LAAW Temporary Employee is hired to cover for a regular employee's leave of absence, the LAAW Temporary Employee may be extended to cover an extension of the regular employee's leave of absence. The same LAAW Temporary Employee may also be assigned to cover for a second regular employee who is on a leave of absence.

Any full-time LAAW Temporary Employee retained beyond one year, or such other timeframe agreed upon by the union and management, will become a regular full-time employee with all rights and benefits as provided in this Agreement. Management and temporary employees shall discuss the employee's status at least one month prior to the employee's one-year anniversary. If an employee hired under this section is inadvertently extended for beyond one year, and LAAW then decides to end that employee's employment within 90 days of a year of employment, the employee will receive 30 days' notice prior to separation.

**D. Use of Legal Fellows with Term Appointments of Greater than Six Months and Limited-Term Grant-Funded Employees.**

The term of a Legal Fellow's employment at LAAW will be determined by the external organization that is the sponsor of the fellowship. Legal Fellows will be covered by the terms and conditions set forth in this Agreement, including salaries and benefits, but shall not be covered by the Introductory Period language in Section 10 and shall not earn or accrue any seniority unless the Fellow is subsequently hired as a regular employee. If any terms and conditions of a fellowship conflict with this Agreement, the Employer will notify the Union and the terms of the fellowship shall govern and shall supersede this Agreement.

The original term of a Term-Limited Grant-Funded employee's employment at LAAW will be established at hire by the terms of the grant agreement entered into with the

external funder. LAAW management and the relevant Program Director will discuss and reach agreement on the use of term-limited grant-funded employees prior to the posting of such a position.

LAAW will give notice to the Union and the impacted Term-Limited Grant-Funded Employee or Fellows if an extension beyond the original term of grant-funded employment becomes likely through additional funding. LAAW and the affected staff member will maintain communication regarding any possible extension. If the proposed extension will create a Term-Limited Grant-Funded position that will be occupied by a single employee for longer than four (4) years, the Union must approve the extension.

**E. Transition to Regular Employment**

LAAW management shall give first consideration to temporary employees in filling any regular jobs for which the temporary employee may qualify. Any temporary employee hired into a regular position directly from their temporary position shall have their time as a temporary employee considered as time worked under this Agreement.

**F. Bridging of Service for Temporary Employees Hired After a Gap in Employment**

All temporary employees who are hired into regular positions at LAAW within one year following the conclusion of a temporary position shall have their time as a temporary employee count toward their length of service (seniority) with the organization for purposes of time-off accruals and any other benefits based on years of service.

Seniority within a job classification will be bridged if the formerly temporary employee is hired as a regular employee in the same classification within one year after the conclusion of the temporary employment, or if a Fellow is hired as a Staff Attorney within one year of completing their Fellowship. Thus, for example, a temporary legal assistant/paralegal subsequently hired within one year as a regular legal assistant/paralegal will have his/her/their classification seniority bridged back to his/her/their original hire date (less any time between the positions). Likewise, a former Skadden Fellow subsequently hired within one year as a Staff Attorney will have classification seniority based on his/her/their hire date as a Fellow (less any time in between the positions).

Likewise, although otherwise excluded from the bargaining unit under this Agreement, Fellows with term appointments of six months or less who subsequently are hired into regular positions at LAAW within one year following the completion of the fellowship shall have their term of service as a Fellow count toward length of service for benefit accrual purposes and classification seniority.

**G. Limits on Use of Temporary Employees, Fellows, Law Clerks, and Volunteer/Pro Bono/Special Counsels.**

LAAW will not use temporary employees, fellows, law clerks, and/or volunteers/pro bono/special counsels or any other special types of employees or volunteers to replace or reduce the current levels of staffing and hours for regular part-time and full-time

employees, or to postpone or avoid posting new regular positions. The Labor Management Committee periodically may review the use of term-limited employees/volunteers/etc. to provide input on their effect on workload and staffing requirements.

#### **H. Temporary Agency Staffing Employees**

The parties further agree that LAAW may also utilize hourly workers through a temporary staffing agency in bargaining unit positions on a temporary basis for a period of up to nine months, or for a period that the temporary agency employee is covering for an employee who is out on a leave of absence (if that is the reason for using the temporary agency), whichever is greater. Individuals utilized through a temporary staffing agency will not be covered by the terms of the Agreement.

### **SECTION 10. INTRODUCTORY PERIOD**

An employee's first nine months at Legal Aid will be regarded as an introductory period. During this period, the employment relationship is terminable at will. "At will" means that the employer may terminate the relationship for any reason, with or without cause, and with or without notice. "At will" also means that the Legal Aid may terminate the employee for any lawful reason, with or without cause. Other than not having access to the grievance procedure for discipline/discharge matters, employees serving an introductory period shall be covered by all other provisions of this Agreement.

At the end of the introductory period, an evaluation may be conducted to determine whether the employee has successfully completed the introductory period or whether sufficient information has been gathered. Upon successful completion of the introductory period, the employee will no longer be "at-will." 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.

In the event a newly hired employee fails to perform satisfactorily during the introductory period, he/she, at the discretion of the Legal Aid, may be terminated.

### **SECTION 11. PROFESSIONAL DEVELOPMENT AND TRAINING**

#### **A. Organizational Commitment to Training, Mentorship and Professional Development**

LAAW has a commitment to all employees to provide opportunities for growth and development of skills and knowledge related to their work. The parties agree that the professional development, support and training of staff is a priority for the organization, as is the improvement of the organization's overall performance.

The Labor-Management Committee shall encourage, consider, and disseminate recommendations from staff for training events, and confer regarding training needs.

#### **B. Access to Professional Development and Mentorship**

The parties recognize that employees and the organization benefit from policies and systems that provide access to mentorship and structured feedback in regard to professional performance and development opportunities. The parties further recognize that such policies and systems are essential to furthering the organization's DEI goals and agree to work together in all appropriate forums to develop and implement these programs.

### **C. Access to Training**

Subject to the work, staffing, and financial constraints of LAAW, employees will be allowed to attend job-related professional development sessions during work hours, and may apply for direct payment of costs for the training or reimbursement of the costs (if the employee paid the costs).

Employees shall be able to spend \$250 a year in total on trainings intended to improve professional development and skills, contingent on LAAW's finances. (Conferences and events pre-approved in the budget process are not included in this training amount.) All requests for direct payment to attend professional development sessions and/or reimbursement of training costs, shall be submitted to the employee's lead or supervisor for approval prior to commencement of such training, who shall respond promptly, no later than 3 business days. Spending requests for training expenditures in excess of \$250 a year must be approved by the V.P. of HR, who shall respond promptly, in no later than 3 business days.

In determining whether to approve training and payment/reimbursement of its costs, the employee's lead or supervisor and the VP of HR will take into account the needs of the organization and project, as well as training and development needs of the employees. Approval for training and payment/reimbursement of costs shall not be unreasonably withheld.

### **D. Professional Memberships – Payment of Dues and Fees**

LAAW will pay for membership fees for staff as follows:

For attorneys: LAAW will pay for annual State Bar dues. Subject to finances, LAAW may also pay Section dues (one Section for each attorney, with consideration given to the number of attorneys per Section and the relevance of the Committee's work to that of LAAW). LAAW also may pay for annual membership dues for one additional organization, such as a local bar association, a professional association such as NELA or CELA, or other institutions that have a direct bearing upon the work of LAAW.

For paralegals, LAAW will pay for paralegal certification/licensing fees and will reimburse any cost incurred for required continuing education.

For all non-attorney staff, LAAW, on an annual basis, will pay for dues for one membership in a professional organization that furthers the employee's professional development and the interests of LAAW.

Requests for memberships, including the renewals of memberships, must be submitted to the VP of HR for approval.

The President may also approve additional organizational memberships that further the work, connections, knowledge, expertise, or presence of LAAW in particular communities (such as the Leadership Conference on Civil and Human Rights), and will offer the appropriate staff the opportunity to assume those memberships as LAAW's representative.

## **SECTION 12. SENIORITY**

Seniority shall be counted from the first day of employment, and will accrue based on the number of years of continuous employment with Legal Aid. Seniority will be applied for reductions in staff as discussed below. Seniority will be taken into consideration as a factor in promotions, provided that the employee meets the qualifications for the position set by management in its sole discretion.

### **A. BREAKS IN SERVICE**

#### **1. Layoffs**

Regular employees who are laid off and subsequently reinstated shall not lose seniority if rehired within one year after layoff.

#### **2. Voluntary Resignations**

Regular employees who voluntarily quit and are rehired within one year of the effective date of resignation will be reinstated without loss of seniority, and the employee's prior seniority will be credited less their period of time away.

#### **3. Leaves of Absence**

An employee on an a medical, disability or caregiving leave of absence shall continue to accrue seniority for the first twelve months of leave, after which time the employee will retain previously accrued seniority but not accrue further seniority.

## **SECTION 13. REDUCTION IN STAFF**

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

### **A. Determining Order of Layoffs**

If layoffs of attorneys become necessary due to staff reductions, staff attorneys shall first be laid off by seniority, before any layoffs of Program Directors. If additional layoffs of Program Directors become necessary, such layoffs shall be by seniority among the Program Directors.

If layoffs of non-attorney staff become necessary due to staff reductions, Legal Aid, in selecting the position or positions to be eliminated, shall consider the mission and the functional needs of the organization, and also shall consider the seniority of employees with the organization.

Once Legal Aid determines which positions (if any) shall be eliminated, Legal Aid shall advise the Union before any layoffs are implemented. The Union may have the opportunity to provide input within 5 days of that notice. Layoff decisions remain in Legal Aid's discretion. Layoffs

shall occur by seniority within position, with no bumping rights into other positions within the organization.

If layoffs occur, LAAW temporary employees normally will be laid off before any regular employees.

Term-Limited Grant-Funded employees and Fellows shall be protected from layoff or termination during the period of employment specified by LAAW at the time of hire, except where (1) the funding is designated by the external funder to support programmatic work rather than to fund a specific individual (e.g. a Skadden fellow); (2) there are conduct or performance issues that meet a "just cause" standard, or (3) the grant funding is unexpectedly terminated, in which case LAAW will make best efforts to continue the position for the period specified at the time of hire, and shall retain the individual as a grant-funded employee for a period of at least three months after the grant funding is terminated.

Where grant funding is designated by the external funder to support programmatic work rather than to fund a specific individual, principles of seniority shall generally apply in layoff decisions; however, the parties will meet and confer before any regular staff are laid off before temporary employees.

#### **B. Procedures for Layoffs**

1. Employees who are affected by the projected reduction in staff shall be given no less than 10 days' notice in writing of the projected reduction.
2. Seniority shall govern the order of recall of laid off employees back to their prior position.
3. Following a reduction in staff, before filling job vacancies, provided that a laid-off employee applies for a vacancy, Legal Aid shall first offer such positions to a former laid-off employee if the employee was laid off from that job position in the year prior to the opening of the vacancy.
4. 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
- 2 years - <3 years = 3 weeks
- 3 years - <4 years = 4 weeks
- 4 years - <5 years = 6 weeks
- 5 years - <8 years = 8 weeks
- 8 years - <10 years = 9 weeks
- 10 years - <15 years = 10 weeks
- 15 years - <18 years = 12 weeks
- 18 years and over = 16 weeks

## **SECTION 14.**

## **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. Informal Conflict Resolution**

Conflict may arise around issues regarding interpretation, application and/or compliance with provisions of this Agreement or whether discharge/discipline was for just cause. When this type of conflict arises, the employee is encouraged to promptly use informal conflict resolution. Representative(s) from management and the Union will make themselves available for the informal conflict resolution.

If the informal conflict resolution process is not successful in resolving the issue, the parties may proceed to the Grievance Procedure

### **B. 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: Only an employee who has successfully completed the initial introductory period of employment is eligible to pursue a grievance regarding discharge or discipline.
3. Timeliness: The grievance will be submitted no later than fifteen (15) calendar days after the occurrence of the events giving rise to the alleged grievance, the date from when the employee became aware of the occurrence of an alleged grievance, or fifteen (15) calendar days after notice of the unsatisfactory conclusion of the Informal Conflict Resolution process.
4. Adherence to Time Limits
  - a. The Employer and the Union agree that grievances should be raised and settled promptly.
  - b. Failure of the grievance to proceed within any time limit delineated in this article will constitute a waiver of the claim.
  - c. Legal Aid will notify the Union in writing of any terminations or disciplinary actions other than verbal counseling so that the Union will have sufficient time to review and respond within the set time limits.
  - d. The time limits in this section may be extended by mutual written agreement.

5. Time Off for Grievance Meetings: The employee and the employee's designated shop steward will be granted reasonable time off with pay for participation in grievance meetings.

**C. Grievance Procedure**

**Step 1 – Filing of Grievance**

The Union will file a formal notice of a grievance in writing.

**Step 2 – Referral to Review Meeting**

- a. Review Meeting: Upon the receipt of the grievance, the V.P of HR or their designee will arrange a review meeting within fifteen (15) days with the individuals directly involved.
- b. Resolution: The V.P. of HR or their designee will provide a written determination of the grievance to the employee and to the Union within ten (10) days after the review meeting.

**Step 3 – Rejection of Determination**

If the Union does not accept the determination of the V.P. of HR or their designee, the Union has fifteen (15) days from the receipt of the determination to submit the written referral to the next level.

**Step 4 – Mediation**

- a. The parties shall participate in mediation utilizing the services of an agreed upon mediator with the Federal Mediation and Conciliation Service to resolve the grievance.
- b. A request by either party for mediation must be made to the FMCS within fifteen (15) days of the Step 3 response.
- c. A grievance mediation meeting shall be scheduled within thirty (30) days of the request for mediation subject to the schedule of the mediator.
- d. Neither the Employer nor the Union will be bound by any recommendation of the mediator.

**Step 5 – Request for Arbitration**

If Mediation in Step 4 fails to resolve the grievance, then within fifteen (15) days of the date of the mediation, the Union may refer the grievance to arbitration. The Union will notify the Employer in writing of its intention to arbitrate the dispute.

**Step 6 – Arbitration Procedure**

a. Selection of an Arbitrator

The Arbitrator will be selected by the Union and the Employer. If the Union and the Employer cannot agree upon an arbitrator, either side may request that the Federal Mediation and Conciliation Service supply a list of seven (7) names of arbitrators who, if possible, are members of the National Academy from the metropolitan area. 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.

b. Arbitrator

Arbitration will be scheduled as soon as possible, considering schedules of the representatives of the Employer and the Union. The hearing will be closed unless the arbitrator rules otherwise.

c. Resolution

1. After the hearing, the arbitrator will render a decision, which will be final and binding on all parties.
2. 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.
3. The arbitrator has the authority to award "make-whole" equitable relief (that is, reinstatement) and monetary damages, including lost wages and/or benefits, and/or any other remedies consistent with this Agreement.

**D. Expenses**

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

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

**E. Employer Complaint Procedure**

In the event that Legal Aid believes that the Union has violated the contract in any manner, the parties agree that Legal Aid may submit the issue to Union's Executive Director and/or Executive Board, and the Union agrees that it shall discuss and make a good-faith effort to resolve the issue.

## SECTION 15.

## WAGES

Employees will be paid per the grids set forth at Exhibit B.

**Step Increases.** On January 1, 2021 and every January 1 thereafter (through the term of this Agreement), employees will move to the next step in their grade (except for non-attorney employees hired on or after October 1). Employees above the top step shall receive the annual increases for above the top step that are indicated on each grid.

**General Wage Increases (GWI).** The grids set forth in Exhibit B will be adjusted as follows:

January 1, 2022: \$1000 per step up to \$75,000; \$750 per step up to \$100,000; \$500 per step over \$100,000.

January 1, 2023: \$1000 per step up to \$75,000; \$750 per step up to \$100,000; \$500 per step over \$100,000.

These adjustments will also apply to employees who are above the top step of the grids.

The parties also agree that if there is an unanticipated reduction in budgeted revenues of 15% or more in any calendar year or a significant recession, then upon request by Legal Aid, there shall be a contract re-opener limited to economics. If the parties do not agree to proposed changes during the contract reopener, the current language will remain in effect for the duration of the agreement.

### **Wage Range – Attorneys:**

- a. Attorneys will be placed in the appropriate step based on their years from law school graduation.
- b. Step increases will take place on January 1 of each year during the term of this Agreement, with the exception of first year attorneys who will remain at the same step on the grid in the first year as of January 1. For example, if a first year attorney is hired in September of the attorney's first year, they will be placed on the first step of the grid and will remain there through December 31 of the following year.
- c. Movement to the Senior Staff Attorney Range will take place at Step 8 of the current Attorney wage range.
- d. Legal Aid attorneys who serve as Program Directors will receive an additional annual salary amount of \$6,000 in years one to three of being a Program Director, \$8,000 in years four and five, and \$10,000 thereafter as Program Directors. Their full salary as Program Directors will be used to calculate any benefits based on income, and included when computing paid time off (i.e. Vacation, Sick Leave, Family Leave, Jury Duty, Bereavement or other paid leaves). Program Directors will receive the increase to the next program director level on January 1, if promoted prior to October 1.

### **Wage Range – Non-Attorneys:**

- a. New hires into non-attorney staff classifications will be placed in the appropriate step based on 1) relevant job skills and requirements; 2) prior relevant work experience; and 3) education or training as is relevant to the position.
- b. If a newly hired employee is granted experience credit that results in pay for experience exceeding that of any incumbent employee who has equivalent experience for that position and who works in the same job classification/range as the newly hired employee, the incumbent employee shall be moved up to the step of the new hire.
- c. Step increases will be applied on January 1 of each year during the term of this Agreement.
- d. Employees who successfully promote into a higher classification/range shall be placed at the step in that range that provides a wage increase of at least 5% of the employee's current wage. Future movement to the next steps in the range shall take place on January 1 following the date of the employee's promotion provided that move to the higher classification/range occurred before October 1.

### **Bi-Lingual Bonus:**

Bi-lingual bonuses in the amount of \$35 per pay period shall be paid to any employee who is fluent in a language other than English and who regularly uses that language in the performance of ~~his or her~~ their job duties to speak with clients or orally interpret or perform written translations to and from that language.

## **SECTION 16. EMPLOYEE BENEFITS – INSURANCE PLANS**

### **A. ELIGIBILITY AND ENROLLMENT**

Legal Aid will provide group medical, dental, vision, long-term disability and life insurance (including accidental death and dismemberment insurance plans) for all eligible employees who are regularly scheduled to work at least 20 hours per week for medical, dental, and vision effective with the Nov/Dec 2016 plan renewal, and 20 hours per week for long-term disability and life insurance effective 7/1/16. Plan descriptions are available from V.P. of HR .

#### **1. Enrollment for New Employees**

New employees will receive information on the available plans from the Employer within the first three days of employment. It is the responsibility of the employee to return completed application forms within the first two weeks after the first day of employment. Failure to do so may result in denial of coverage.

Employees who waive medical coverage for themselves or their dependents will be asked to sign a form citing their reason for waiving the benefits. Proof of alternative coverage may be required.

Insurance coverages are effective on the first day of the month after an employee has begun employment. For example, if an employee starts work on August 15, the first day of insurance coverage will be September 1. This waiting period is established by contract with the insurance carriers, and will vary in length. When determining a start date for a new hire, the employer will inform the employee of the parameters of the insurance waiting-period requirements and choose a start date that allows the employee's benefits to begin at the earliest possible date.

## 2. Enrollment for New Dependents

It is the employee's responsibility to enroll new dependents within one month of the dependent's obtaining eligible status, e.g., birth, adoption, marriage, or domestic partnership. Proof of qualifying relationship may be required. Failure to enroll dependents may result in denial of benefits.

## 3. Domestic Partner Enrollment

Employees who have domestic partners, whether same sex or opposite sex, registered with any state or local government domestic registry, may enroll their partners for health benefits. Alternatively, unregistered domestic partners may enroll their partners for health benefits when they complete an Affidavit of Domestic Partnership and meet the requirements listed therein. Such Affidavit may be obtained from the V.P. of HR.

## 4. Open Enrollment

### a) Currently Enrolled Employees and Dependents

Currently enrolled employees may change health plans during open enrollment. Legal Aid will make its best efforts to hold open enrollment during the period of November 1 to November 30 each year, with changes becoming effective on January 1.

### b) Employees and Dependents Not Currently Enrolled

Previously eligible employees who have waived benefit coverage for themselves and/or their dependents may enroll themselves and/or their dependents only during open enrollment. Legal Aid will make its best efforts to hold open enrollment during the period of November 1 to November 30 each year, with changes becoming effective on January 1st.

## **B. MEDICAL INSURANCE**

Medical coverage will be provided at Legal Aid's expense for eligible employees and their spouses or domestic partners and dependents ("dependents").

Legal Aid shall provide as health plan options a health maintenance organization ("HMO") and a preferred provider plan ("PPO") option, or other comparable alternative options if such options become available.

Legal Aid will continue to maintain the same or similar level of coverage for the duration of

this Agreement, subject to total insurance costs and the percent of annual increases. Effective with each new plan year, the average annual increase for the monthly medical contribution shall be capped at 15% per year. Should the average annual increase exceed 15% per year, the Labor Management Committee will meet as promptly as possible to discuss options for controlling costs. The LMC shall make recommendations to the President, who shall have final decision-making authority on any changes in plans or benefits. Options the LMC may consider (and which the President may implement) include but are not limited to: (1) offer lower tiers of insurance to reduce the premium increases to 15% (such as by moving from a platinum plan to a gold or silver plan, and allow employees to "buy-up" to higher-tiered plans if they so choose); (2) evaluate other plans and providers, and enter into a contract for another plan or with another provider, which plan may include different benefits, such as different office or other co-pay amounts, different deductibles and other terms, in order to control costs while attempting to maintain benefits to the extent possible for employees; or (3) have the amount that exceeds 15% be paid through an employee contribution, which amount shall be collected by payroll deduction. In the event that the "Cadillac" tax under the Affordable Care Act (or any similar tax) goes into effect during the term of this Agreement, the cost of that tax shall be included in the 15% trigger on increased costs described above.

**Medical Insurance Waiver:** In lieu of Legal Aid's coverage, an employee may elect to obtain coverage through a spouse or domestic partner. In cases where an employee elects coverage through a spouse or domestic partner or has other alternative coverage, Legal Aid shall pay the employee \$500 per month in lieu of family medical coverage and \$400 per month in lieu of individual medical coverage. Employees electing to obtain coverage through another source may be required to present evidence of that alternative coverage to Legal Aid.

### **C. DENTAL INSURANCE**

A minimum level of dental coverage shall be provided at Legal Aid's expense for all eligible employees, their partners and dependents.

Legal Aid will continue to maintain the same or similar level of dental coverage for the duration of this Agreement at Legal Aid's expense for all eligible employees, their partners and dependents, provided that such coverage costs do not rise more than 10% per year. Should the annual increase exceed 10% per year, the Labor Management Committee will meet as promptly as possible to discuss options for controlling costs. The LMC shall make recommendations to the President, who shall have final decision-making authority on any changes in plans or benefits. Options the LMC may consider (and which the President may implement) include but are not limited to: (1) offer lower levels of benefits for the insurance to reduce the premium increases to 10%; (2) evaluate other plans and providers, and enter into a contract for another plan or with another provider, which plan may include different benefits, in order to control costs while attempting to maintain benefits to the extent possible for employees; or (3) have the amount that exceeds 10% be paid through an employee contribution, which amount shall be collected by payroll deduction.

#### **D. VISION INSURANCE**

Legal Aid will continue to maintain the same or similar level of vision coverage for the duration of this Agreement at Legal Aid's expense for all eligible employees, their partners and dependents, provided that such coverage costs do not rise more than 10% per year. Should the annual increase exceed 10% per year, the Labor Management Committee will meet as promptly as possible to discuss options for controlling costs. The LMC shall make recommendations to the President, who shall have final decision-making authority on any changes in plans or benefits. Options the LMC may consider (and which the President may implement) include but are not limited to: (1) offer lower levels of benefits for the insurance to reduce the premium increases to 10%; (2) evaluate other plans and providers, and enter into a contract for another plan or with another provider, which plan may include different benefits, in order to control costs while attempting to maintain benefits to the extent possible for employees; or (3) have the amount that exceeds 10% be paid through an employee contribution, which amount shall be collected by payroll deduction.

#### **E. LIFE INSURANCE**

Term life insurance in the amount of two times the employee's salary (rounded up to the nearest thousand dollars), up to \$200,000 per employee, shall be provided at Legal Aid's expense for all regular employees regularly scheduled to work on a regular and continuous basis at least 20 hours per week or more.

All employees whose salaries exceed \$50,000 will incur imputed income on the portion of the life insurance premiums representing the insurance benefits in excess of \$50,000. Imputed income will be recorded on the employee's W-2 form in accordance with IRS regulations.

Employees will designate a beneficiary for life insurance when enrolling for the benefit, and may change the beneficiary by advising V.P. of HR.

#### **F. 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.

#### **G. LONG-TERM DISABILITY INSURANCE (LTD)**

Long-term disability insurance shall be provided at Legal Aid's expense for all eligible employees regularly scheduled to work at least 20 hours per week. Legal Aid's current long-term disability plan provides a benefit of 60% of the employee's salary, tax-free. Long-term disability insurance takes effect after 90 days of disability. It is the employee's responsibility to apply for this benefit. Employees are provided certificates of insurance upon eligibility for the plan, and may contact the V.P. of HR for further information.

LTD benefits may be reduced by the amount of other benefits the employee may be eligible to receive as a result of the disability, e.g., workers' compensation or SDI benefits, such that

the maximum benefit from all applicable policies is no more than what the current policy in effect at the time of this Agreement allows.

## **SECTION 17. EMPLOYEE BENEFITS – RETIREMENT PLAN AND ADDITIONAL BENEFITS**

### **A. RETIREMENT PLAN**

Employees of Legal Aid who work 20 hours per week or more may participate in the Legal Aid Retirement Plan from the first day of employment. Upon completion of appropriate paperwork, employees are automatically enrolled in the Plan if they are eligible. This 403(b) plan is a defined contribution retirement program sponsored by Legal Aid. The plan allows for both regular (pre-tax) and ROTH (after-tax) contributions.

Upon employment, employees may elect to defer a portion of their salaries, which permits pre-tax savings for retirement.

After the first year of employment, employee contributions into the plan shall be matched by Legal Aid up to \$2000 per year per employee, with a maximum match of \$100 per pay period. Employer matching contributions shall be immediately vested at the time of the match.

Each year-end, LAAW also shall contribute to the plan \$1,000 per year on behalf of each eligible employee who earns up to \$75,000 annually, and \$500 per year for each employee who earns over \$75,000 annually. Eligible members are those who have completed a full 12 months of continuous employment in the year for which the contributions are made. Contributions will be immediately vested at the time of the contribution.

In addition, each year-end, Legal Aid will contribute for the current year and budget for the following year funds equal to 2.5% of the aggregate plan members' salaries, to be divided among eligible members of the plan based on their years of service with Legal Aid. Eligible members are those who have completed a full 12 months of continuous employment in the year for which the contributions are made. Contributions will be immediately vested at the time of the contribution. The 2.5% contribution amount is subject to formal approval of the Compensation Committee and the Board as part of the normal annual budgeting process, at which time the annual contribution also may be increased in the discretion of the Compensation Committee and the Board on an annual basis.

Legal Aid's retirement plan uses the following seniority system for calculation of year-end contributions: After 1 year of service, an employee receives 1.0 shares of the annual contribution; after 7 years of service, an employee receives 1.5 shares; and after 15 years of service, an employee receives 2.0 shares. Shares are also pro-rated for part-time status.

### **B. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT (Dependent Care FSA)**

Legal Aid shall provide an employee self-funded Dependent Care Flexible Spending

Account for all interested eligible employees. Employees of Legal Aid may reduce their salaries and use pre-tax dollars to pay for childcare or the care of a disabled dependent through the Legal Aid's Dependent Care Flexible Spending Account.

**C. HEALTH FLEXIBLE SPENDING ACCOUNT (Health FSA)**

Legal Aid shall provide an employee self-funded Health Flexible Spending Account for all interested eligible employees. Employees of Legal Aid 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**

Legal Aid shall provide pre-tax transportation benefits to employees in accordance with the San Francisco Commuter Benefits Ordinance. Employees of Legal Aid may elect to reduce their salaries and use pre-tax dollars to pay for transit passes and/or qualified parking up to the allowable limits. Qualified parking means: (a) parking on or near the business premises of Legal Aid; or (b) parking on or near a location from which employees commute to work via mass transit, a vanpool or car pool. Certain transit passes, as Legal Aid makes them available, may also be purchased through this Program.

**E. BUSINESS USE OF PERSONAL ELECTRONIC DEVICES REIMBURSEMENT**

Legal Aid shall provide ~~exempt~~ staff with a stipend of \$40.00 dollars per month for use of personal electronic devices ("PED"), such as cellphones, smartphones, or tablets, for work related purposes. Legal Aid will reimburse for the use of one PED only. If PED use for work purposes is ongoing, employees will certify their eligibility for the PED stipend on an annual basis only.

**F. REIMBURSEMENT OF TRAVEL EXPENSES**

Legal Aid shall pay for all reasonable business travel expenses of employees when such travel is required to perform Legal Aid business pursuant to Legal Aid's travel expense policy.

Consistent with IRS regulations, employees shall submit a brief contemporaneous report of the business purpose of the trip along with appropriate receipts for reimbursement. Trip reports and reimbursement requests should normally be submitted on a monthly basis, or no later than quarterly if monthly is not possible. Employees shall make every effort to obtain the lowest reasonable costs for fares and accommodations.

Bus and taxi/car service fares, mileage, parking, and bridge tolls for approved business purposes will be reimbursed upon presentation of reimbursement requests with appropriate receipts.

Employees required to work in the office past 9:30 p.m. will be reimbursed for the cost of a taxi or other car service for their trip home.

## **G. PUBLIC INTEREST FUND RAISING FUNCTIONS**

If tickets are otherwise not available, in its discretion, Legal Aid may pay the nonprofit rate for employees to attend public interest fund raising functions such as luncheons or dinners at which the employees are representing Legal Aid. Such public interest functions must be closely related to the work of Legal Aid. Employees who have the most direct relation with the organization sponsoring the function will be given preference to attend.

## **SECTION 18. EMPLOYEE BENEFITS – TIME OFF**

### **A. HOLIDAYS**

Legal Aid will observe the following days as office holidays:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Cesar Chávez Day  
Memorial Day  
Juneteenth  
Fourth of July  
Labor Day  
Indigenous Peoples' Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

#### **1. Alternative Observation of Certain Holidays**

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.

#### **2. Notice of Holidays Observed**

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

#### **3. Early Office Closure Before Holidays**

The office will close at 1:00pm on the following workdays before these holidays: the Friday before Memorial Day, the Friday before Labor Day, the Wednesday before Thanksgiving, and the workday before New Year's Day (that is, typically New Year's Eve).

Hourly/non-exempt employees will be paid for all hours that they otherwise would have been regularly scheduled to work on these days. Hourly/non-exempt staff on other paid leave during these early close days (e.g., on vacation) will not have the time for the early closure charged against the other paid leave.

#### 4. 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 SDI or 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.

#### 5. Work on Holidays

Legal Aid may require individual employees to work on a holiday. Nonexempt employees required to work on a holiday will be paid 1.5 times their normal base rate of pay for all hours worked, plus 7 hours' straight-time holiday pay. If an exempt employee works a holiday, the organization expects the employee to make such accommodations and may adjust their schedule as appropriate, so long as they meet their professional obligations.

#### 6. 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. The maximum accrued vacation leave allowed any employee is 1.75 times the employee's annual accrual rate or, the employee's existing balance if an employee's balance exceeds the cap because of a previously higher accrual cap. Once an employee reaches the maximum accrued vacation leave allowed, the employee will cease accruing any additional vacation until the employee utilizes leave and the employee's accrued leave falls below the applicable maximum cap.

Legal Aid shall provide each employee with a monthly spreadsheet showing their vacation accrual balance. If Legal Aid is able to implement an automated payroll system that includes vacation accrual balances, then vacation accrual information will be included on paystubs. 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.

Year 1: 3 weeks of vacation  
Years 2 & 3: 4 weeks  
Years 4+: 5 weeks

Changes to accrual rates shall occur on the first day of the month of the employee's anniversary of their hire date.

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.

2. Vacation Bonus Weeks at Year 15 and Year 25: Employees shall earn a vacation bonus of one week's vacation at or with 15 or more years of continuous service. A second vacation bonus of one week's vacation also will be earned at 25 or more years of continuous service.

If an employee who earns the bonus is above the cap or within one week of the cap, the bonus will be added above the cap, but must be used within two years of qualification, or it will be paid out.

3. One-Time Special Vacation Bonus. On January 1, 2022, in recognition of vacation opportunities lost during the Covid-19 pandemic, all employees with one year of service as of January 1, 2022 shall be credited with a one-time special bonus week of vacation. This bonus week shall be exempted from the accrual cap, may be banked without limit of time, and will be utilized at the direction of the employee.

#### 4. Vacation Usage

Employees shall notify the management of planned vacation with as much notice as possible, and also shall coordinate with relevant staff members. Legal Aid reserves the right to request that employees schedule alternative vacation dates in the event that programmatic or operational needs require their presence in the office. Legal Aid also shall implement a shared Outlook calendar for the recording of scheduled vacation time of 3 days or more.

If an employee does not have sufficient accrued vacation, they may request an advance of their vacation leave from the VP of HR, which requests shall not be unreasonably denied.

### C. SICK LEAVE

See Appendix C for the Paid Leave provisions of this Agreement.

#### 1. Accrual

All regular 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 7 hours) per month by full-time employees; sick leave is accrued pro rata by part-time employees. Sick leave may be used as it is accrued. The maximum accrued sick leave allowed each regular employee is 140 hours. Sick leave will stop accruing when the balance reaches the maximum, until some paid sick leave is used and the balance is reduced below the maximum.

Temporary and all other non-regular employees will accrue one hour of paid sick leave for every 30 hours worked (not including hours paid but not worked, such as vacation, holidays and sick days), and may accrue up to a maximum balance of 72 hours of paid sick leave.

## 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 their family member;
- b) For preventive care;
- c) For prenatal care or pregnancy-related conditions;
- d) For personal illness or injury;
- e) For care of a family member who is ill, injured or receiving medical care, treatment or diagnosis; or
- f) 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:

- 1) Spouse, and parents thereof;
- 2) Children, and spouses thereof;
- 3) Parents and spouses thereof;
- 4) Siblings
- 5) Grandparents and grandchildren;
- 6) Domestic partner and parents thereof;
- 7) A "Designated Person"
- 8) A person related by blood or affinity whose close association with the employee is the equivalent of the family relationship of parent, spouse, or child.

Parent means:

- 1) 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;
- 2) 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
- 3) 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.
- 4) A parent (as described in the above subparagraphs) of an employee's spouse or domestic partner.

Child means:

- 1) A biological, adopted, step, or foster child of the employee;
- 2) 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;
- 3) 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
- 4) A child (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, including both same sex and opposite-sex relationships registered with the state or local government, or who have completed an Affidavit of Domestic Partnership and meet the requirements listed therein.

“Designated Person” means, if an employee has no spouse or domestic partner, the person the employee designates as that person for whom they may use paid sick leave to provide aid or care. Legal Aid will provide employees notice of their right to so designate a person within 5 days of the start of their employment. Employees may designate this person when they first become eligible for paid sick leave, or during the annual open enrollment period.

4. Reporting to the Office - An employee will, depending on ability, call or email the V.P. of HR within a reasonable amount of time when the employee is absent due to illness when possible, and normally no later than 10 a.m. that day.

All medical information obtained will be kept in a separate confidential medical file for the employee.

5. Advance Sick Leave - When an employee's sick leave balance has been exhausted, the employee may request advance sick leave from the V.P. of HR. Such requests should generally be granted in Legal Aid's discretion, and generally will be no more than 2 months' accrual.

6. Sick Leave Sharing - If an employee wishes to donate ~~his or her~~ accrued sick time to another employee, the employee should notify the V.P. of HR pursuant to the organization's Sick Leave Donation Policy.

## **SECTION 19.**

## **SCHEDULES**

### **A. Work Week**

#### **1. Non-Exempt Employees**

Normal Hours: All full-time non-exempt employees have a 35-hour workweek Monday through Friday. Employees may stagger their start and end times between the hours of 7:00 am and 6:30 pm, subject to the V.P. of HR's approval. A normal workday is a 7-hour day, plus a one-hour unpaid lunch break (or as otherwise agreed).

#### **2. Exempt Employees:**

In furtherance of the organization's primary mission to serve clients, exempt employees are expected to work as necessary to complete their work on a timely and professional basis and to meet program needs, including being generally available to clients, the courts, the legal community, and colleagues during Legal Aid's regular office hours Monday through Friday. If an employee has an extended period of intense work demands (such as a trial), the employee may take a few days off-with management approval, without the employee needing to use accrued vacation time. Hours should be submitted on at least a weekly basis in the timekeeping system, and daily recording of hours is preferable. However, exempt employees need only record sick and vacation hours when 4 or more hours are taken in a day.

### **B. Exempt Employees: Part-Time Employment**

By mutual agreement between Legal Aid and the exempt employee, a part-time schedule may be established with wages, vacation, sick leave, and other paid leaves being pro-rated in the ratio that the part-time schedule bears to a regular full-time schedule of Monday through Friday. Part-time employees who work a regular schedule of at least 20 hours per week will continue to be covered by employer-provided insured benefit and retirement plans.

If a part-time exempt employee is consistently required to work on days when they otherwise would have been off based on their part-time schedule, the parties agree to meet, review and discuss the appropriate salary and/or workload for the employee.

### **C. Hourly Non-Exempt Employees**

#### **a. Overtime**

Hourly employees will be compensated at their regular straight-time rate for time worked above seven (7) but (8) hours or less on a regular work day, or above

thirty-five but forty (40) hours or less in a week. Hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid overtime at one-and-one half (1-1/2) times their regular rate of pay. Hours worked in excess of twelve (12) hours in a day or on the seventh (7th) consecutive day worked in the organization's standard workweek (Monday through Sunday) will be paid overtime at two (2) times their regular rate of pay.

b. **Part-Time Employment**

By mutual agreement between Legal Aid and the employee, a part-time schedule may be established with wages, vacation, sick leave and other paid leaves being pro-rated in the ratio that the part-time schedule bears to a regular full-time schedule. Part-time employees who work a regular schedule of at least 20 hours per week will continue to be covered by insurance benefit and retirement plans.

Part-time hourly non-exempt employees who are temporarily assigned to work additional hours will be compensated for all hours worked. Should a part-time non-exempt employee work in excess of eight (8) hours in a day or forty (40) hours in a week they will be entitled to overtime as described above.

D. **Telecommuting and Working Remotely**

Telecommuting is identified as ongoing 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 Employer. Legal Aid will notify and send signed copies of any agreed-to telecommuting agreements to the Union.

Exempt employees also may occasionally work remotely (with notice via email or on the scheduling calendar to management, so long as adequate staffing is available in the office (for example, for supervising students and meeting with clients) and professional responsibilities are met; however, management reserves the right to have staff be in the office as necessary.

E. **Alternative Work Schedules for Non-Exempt Employees**

Non-exempt employees shall be permitted to work one day from home per week, so long as adequate staffing is available in the office for casework and so long as professional responsibilities are met; however, management reserves the right to have staff be in the office as necessary. Generally, no more than one person in a department or position may select the same day to work from home in any week. LAAW management will coordinate with staff to work out a schedule and/or rotate remote days to ensure that at least one person in the department or a position will be in the office on most days.

Hourly non-exempt employees may flex their schedules within a workweek on an occasional basis with supervisor notification.

F. **Family-Friendly Work Ordinance**

Requests for flexible and/or reliable work schedules will be considered by Legal Aid in

accordance with San Francisco's Family Friendly Workplace Ordinance, and subject to enforcement by the OLSE.

## **SECTION 20. LEAVES OF ABSENCE**

LAAW provides all employees with Pregnancy Disability Leave, New Parent Leave (CFRA), Family Caregiving Leave (CFRA), and Medical (CFRA)/Disability Leave including job-protected time off and employer-provided pay. See Exhibit C for a chart describing the leave benefits and amount of pay provided by LAAW. References to weeks of salary refer to LAAW-provided pay that is in addition to any accrued paid time off or state wage replacement benefit.

### **A. BEREAVEMENT LEAVE**

A full or part-time regular employee who suffers a death in their 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 V.P. of HR. In that circumstance, the employee may elect to use accrued vacation or leave without pay. For the purposes of bereavement leave, family shall be defined as in the Sick Leave section above. Employees also may use up to three days of bereavement leave for the death of a pet per year.

### **B. ELECTION DAY LEAVE**

Employees who are registered to vote and who do not have sufficient time to do so during nonworking 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 the V.P. of HR, normally at the beginning or end of the regular working shift. Prior notice of at least one working day is required.

### **C. JURY AND WITNESS DUTY**

Legal Aid will provide employees time off to serve, as required by law, on a jury or grand jury. Legal Aid 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 Legal Aid. 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 their supervisor daily as to the status of their jury duty requirements.

### **D. MILITARY-RELATED LEAVE OF ABSENCE**

Although Legal Aid is not covered by the FMLA, 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 Family 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 under the CFRA 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. The amount of paid time off provided will be determined by the Family Caregiving Leave policy, to the extent applicable.

**E. 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: (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 or school emergency. Time off pursuant to (1) or (2) shall not exceed eight hours in any calendar month. 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 the V.P. of HR with reasonable notice of the planned absence. Employees may use accrued vacation for the unpaid portion of time off under this section.

**F. LEAVE FOR VICTIMS OF CRIME AND ABUSE**

Legal Aid provides employees time off to attend judicial proceedings related to a crime against them or their spouse, registered domestic partner, child, stepchild, sibling, stepsibling, parent, or stepparent who was a victim of a crime. Employees also may take time off for the following reasons when they are the victim of a crime:

- to obtain or attempt to obtain a restraining order or other judicial relief to help ensure the health, safety, or welfare of the employee or their child,
- to seek medical attention, psychological counseling, or mental health services for injuries caused by the crime,
- to obtain services from a domestic violence shelter or program, rape crisis center, victim services organization or agency, or
- To take other steps to increase their safety from future crime or abuse.

Employees must give reasonable notice that they will need time off, by submitting a time off request to their supervisor. If the employee needs time off for an emergency, advance notice is not required.

Time off under this policy is unpaid, except that an employee may use (but is not required to use) accrued vacation pay or sick leave. Where leave is used for seeking medical attention, or seeking services from an agency, the maximum total length of leave under this policy or under the

Family Caregiving Leave and Medical Leave policy may not exceed twelve (12) weeks of leave per twelve-month period.

In addition to time off from work, a victim of a crime or abuse, including domestic violence, sexual assault, or stalking may request other accommodations for their safety while at work. Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization. LAAW is not required to implement an accommodation that would result in an undue hardship to LAAW.

LAAW prohibits discrimination or retaliation against an employee because the employee is a victim of a crime or abuse, including domestic violence, sexual assault or stalking or because the employee seeks time off under this policy.

#### G. SABBATICAL LEAVE

After fifteen continuous years of employment at Legal Aid, all employees will be eligible for and shall be allowed to take a sabbatical consisting of four weeks' time off. Current employees will be eligible for the sabbatical leave based on their total years of service (bridged or unbridged) at Legal Aid. The sabbatical leave will not require additional funding by Legal Aid (that is, the sabbatical time off is considered unpaid), however, employees may use a combination of their accrued vacation and/or vacation bonus to cover all or part of the time off. Employees also may combine their accrued vacation and/or vacation bonus with the four weeks' sabbatical to take the maximum amount of time off of paid and unpaid leave available to them at the time of their sabbatical.

Sabbaticals will be limited to one employee at a time, with a maximum of three employees per year. Sabbatical leave is a one-time event for each employee. Sabbaticals may not be used in conjunction with any other leave except vacation.

During this time, employees shall not have responsibilities for work at Legal Aid.

Health, vision and dental benefits will continue during the sabbatical at the organization's expense, but sick leave and vacation time do not accrue during the sabbatical unless the employee is using paid vacation time, during which period sick and vacation will continue to accrue. For employees who receive payment in-lieu of health benefits, the stipend will continue for the duration of the sabbatical. Seniority shall accrue during the sabbatical.

Both full and part-time employees are eligible for a sabbatical. Sabbaticals must be arranged with and approved in advance by the President and V.P. of HR. Employees who take a sabbatical leave are responsible for ensuring that all essential work and other responsibilities are assigned among the staff before the departure date. Upon return from a sabbatical, Legal Aid will reinstate the employee to the same or a comparable position to the one held before the leave began, provided, however, that the employee will have no greater right to reinstatement than if the employee had been continuously employed.

**NOTE:** THE POLICIES LISTED BELOW IN **SECTIONS 21-24** ARE SUMMARIES. THE FULL POLICY LANGUAGE CAN BE FOUND IN THE LEGAL AID EMPLOYEE HANDBOOK. CHANGES TO THE POLICIES WILL NOT BE UNILATERALLY IMPLEMENTED BY THE EMPLOYER.

## **SECTION 21.                    NONDISCRIMINATION/REASONABLE ACCOMMODATION/ANTI-HARASSMENT/ANTI- RETALIATION**

Legal Aid 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. Legal Aid 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.

Legal Aid 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.

Legal Aid 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 Legal Aid, 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. Legal Aid'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.

## **SECTION 22.                    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:** A private room (not a restroom) is available for employees to express breast milk. The private room has a comfortable chair, electrical outlet, small refrigerator, and locking door. The room is located down the hall from the kitchen, where a sink with running water is available. 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.

## **SECTION 23. BABIES IN THE WORKPLACE**

New parents, foster parents, or guardians with infant children (“parents”) may bring their infant to work with them until the child is six months old or begins to crawl, whichever comes first.

- The infant must remain under the direct care and supervision of the parent at all times.
- The parent will accept complete responsibility for the safety of the infant.

Employees also must comply with the guidelines set forth in Legal Aid’s Employee Handbook regarding Babies in the Workplace.

## **SECTION 24. WORKPLACE GENDER TRANSITION GUIDELINES**

Legal Aid is fully committed to support and assist any transgender employee undergoing the process of gender transition in the workplace. Employees should refer to the Legal Aid Policy on Workplace Gender Transition Guidelines.

## **SECTION 25. WORKPLACE HEALTH AND SAFETY**

Legal Aid is committed to providing its employees with a safe and healthful work environment, and therefore has instituted an Injury and Illness Prevention Program. A copy of the Legal Aid Injury and Illness Prevention Program and Related Policies is available for review by all employees and may be obtained from the V.P. of HR.

Every employee is required to know and comply with Legal Aid’s safety rules and to follow safe and healthy work practices at all times. Employees may be subject to discipline for engaging in any unsafe or unhealthy work practice or for violating established safety rules.

Employees also are required to report immediately any potential health or safety hazards, and all injuries or accidents. First-aid supplies are located in the kitchen in the closet. The location of the nearest medical facility is posted in the kitchen.

Legal Aid will provide each new employee with an ergonomic evaluation within sixty (60) days of the employee’s start date. Legal Aid also will procure recommended ergonomic equipment as needed, as soon as such equipment can be ordered and obtained after the ergonomic evaluation.

Legal Aid also will provide quarterly training on the safe and effective use of the evacuation chair for the safe evacuation of persons with disabilities. As many people as possible who wish to be trained shall be trained quarterly. The Union and Legal Aid agree that the V.P. of HR will train at least four other staff members who will rotate as Trainers for the quarterly trainings.

No employee shall be required to work under conditions which the employee has a reasonable, good-faith belief are injurious to their health; however, any employee who is aware of such conditions must immediately bring them to the attention of management.

## **SECTION 26.                      MANAGEMENT RIGHTS**

It is mutually agreed that consistent with the By-laws of Legal Aid at Work, it is the sole right of management to operate and manage Legal Aid as an organization. The parties agree that except as specifically modified or limited by the express provisions of this Agreement, Legal Aid retains all rights, powers, duties, responsibilities, and authority of management that it has by law, regardless of whether or not Legal Aid previously exercised such right or exercised it in a particular way. The exclusive rights of Legal Aid include but are not limited to, the right to operate and manage Legal Aid and to direct the work of the staff; to determine the mission and programs of the organization; to exercise control and discretion over the organization and its operations (including the composition and size of its workforce); to hire, transfer or layoff as well as promote, demote, discipline and discharge for just cause; to manage the budget, finances and allocation of resources of the organization; to establish qualifications for employment, including job descriptions; to determine the type and scope of services and the methods, means and procedures of providing services to the organization's clients; to determine reasonable standards of performance; to formulate and implement policies and methods of operation; to expand, reduce, create, change, combine, or eliminate any job or job classifications, department, service or program; to be the sole and final judge of the type, quality, and quantity of the services to be rendered; and to otherwise generally manage the business of Legal Aid. 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.

## **SECTION 27.                      NO-STRIKE CLAUSE**

The Union and the employees it represents agree not to engage in any work stoppages, strikes (including sympathy strikes), slowdowns, sick-ins or other such concerted activities during the term of this Agreement. Any employees engaging in activity prohibited by this section may be subject to disciplinary action, including discharge. Legal Aid also agrees that there shall be no lockout of employees during the term of this Agreement.

## **SECTION 28.                      BARGAINING UNIT WORK**

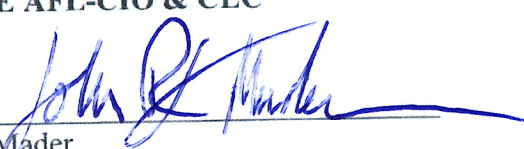
The parties agree and the Union acknowledges that the duties of management may often overlap with bargaining unit members' duties. For example, although the former position of Chief Program Officer was a non-bargaining unit position, the position involved the practice of law, hands-on case work, engaging in litigation, all other activities related to program work, and assisting the Program Directors and others in the organization as appropriate for the efficient operation of the organization and maximum use of the organization's resources. Similarly, the V.P., Strategy is involved in hands-on work in grant funding and applications. 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.

**SECTION 29.****TERM OF AGREEMENT**

This Agreement shall be effective January 1, 2021 through December 31, 2023. Either party may give 60 days' written notice prior to the expiration date of their desire to terminate this Agreement; in the event no such notice is given, this Agreement shall be renewed from year-to-year after the expiration date hereof, subject to written notice of termination or modification 60 days prior to any subsequent anniversary date of this Agreement.

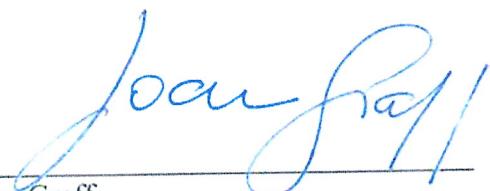
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates listed below.

**ENGINEERS AND SCIENTISTS OF  
CALIFORNIA LOCAL 20,  
IFPTE AFL-CIO & CLC**

  
\_\_\_\_\_  
John Mader  
President

DATE 10 MAR 2021

**LEGAL AID AT WORK**

  
\_\_\_\_\_  
Joan Graff  
President

DATE February 9, 2021

## **EXHIBIT A: BARGAINING UNIT POSITIONS**

Office Manager

Program Directors

Senior Staff Attorneys

Staff Attorneys

Grant-Funded Attorney (for term of grant)

Paralegals/Legal Assistants

Development Manager

Communications Manager

Grants Manager

Fellows working more than 6 months

Temporary Employees

Language Access Coordinator

Community Outreach Coordinator

Development Associate

Development Database Specialist

Operations Associate

Development Assistant

Receptionist/Intake Assistant

Network Administrator

Assistant Director

Community Organizer

Grants Specialist

Operations and Technology Manager

## **EXHIBIT B: SALARY RANGE STEPS**

### **2021 Salary Range Steps**

	Attorneys*	Assistant Director**	Managers**	Coordinators Organizers Administrators Specialists**	Paralegal, Associates and Assistants**	
<b>Step</b>	<b>2021 Steps</b>					
1	\$62,400	\$76,650	\$69,700	\$57,000	\$50,000	* 1% annual increase after Step 36
2	\$65,950	\$78,950	\$71,791	\$58,140	\$51,000	** 2% annual increase after Step 15
3	\$69,400	\$81,318	\$73,945	\$59,303	\$52,020	
4	\$72,850	\$83,758	\$76,163	\$60,489	\$53,060	
5	\$76,300	\$86,270	\$78,448	\$61,699	\$54,122	
6	\$79,750	\$88,858	\$80,801	\$62,933	\$55,204	
7	\$83,200	\$91,524	\$83,225	\$64,191	\$56,308	
8	\$86,650	\$94,270	\$85,722	\$65,475	\$57,434	
9	\$90,100	\$97,098	\$88,294	\$66,785	\$58,583	
10	\$93,500	\$100,011	\$90,943	\$68,454	\$60,340	
11	\$96,900	\$103,011	\$93,671	\$70,166	\$62,151	
12	\$100,300	\$106,102	\$96,481	\$71,920	\$64,015	
13	\$103,300	\$109,285	\$99,376	\$73,718	\$65,936	
14	\$106,300	\$112,563	\$102,357	\$75,561	\$67,914	
15	\$109,300	\$115,940	\$105,428	\$77,450	\$69,951	
16	\$112,300					
17	\$115,300					
18	\$118,300					
19	\$121,300					
20	\$123,800					
21	\$126,300					
22	\$128,800					
23	\$131,300					
24	\$133,550					
25	\$135,800					
26	\$137,800					
27	\$139,800					
28	\$141,800					
29	\$143,800					
30	\$145,800					
31	\$147,500					
32	\$149,200					
33	\$150,900					
34	\$152,500					
35	\$154,000					
36	\$155,450					

**Program Director Premium (throughout contract):**

\$6,000 for Years 1-3 as Program Director

\$8,000 for Years 4-5 as Program Director

\$10,000 for Years 6 and above as Program Director

## 2022 Salary Range Steps

	Attorneys*	Assistant Director**	Managers**	Coordinators Organizers Administrators Specialists**	Paralegal, Associates and Assistants**	
Step	2022 Steps					
1	\$63,400	\$77,400	\$70,700	\$58,000	\$51,000	* 1% annual increase after Step 36
2	\$66,950	\$79,700	\$72,791	\$59,140	\$52,000	** 2% annual increase after Step 15
3	\$70,400	\$82,068	\$74,945	\$60,303	\$53,020	
4	\$73,850	\$84,508	\$76,913	\$61,489	\$54,060	
5	\$77,050	\$87,020	\$79,198	\$62,699	\$55,122	
6	\$80,500	\$89,608	\$81,551	\$63,933	\$56,204	
7	\$83,950	\$92,274	\$83,975	\$65,191	\$57,308	
8	\$87,400	\$95,020	\$86,472	\$66,475	\$58,434	
9	\$90,850	\$97,848	\$89,044	\$67,785	\$59,583	
10	\$94,250	\$100,511	\$91,693	\$69,454	\$61,340	
11	\$97,650	\$103,511	\$94,421	\$71,166	\$63,151	
12	\$100,800	\$106,602	\$97,231	\$72,920	\$65,015	
13	\$103,800	\$109,785	\$100,126	\$74,718	\$66,936	
14	\$106,800	\$113,063	\$102,857	\$76,311	\$68,914	
15	\$109,800	\$116,440	\$105,928	\$78,200	\$70,951	
16	\$112,800					
17	\$115,800					
18	\$118,800					
19	\$121,800					
20	\$124,300					
21	\$126,800					
22	\$129,300					
23	\$131,800					
24	\$134,050					
25	\$136,300					
26	\$138,300					
27	\$140,300					
28	\$142,300					
29	\$144,300					
30	\$146,300					
31	\$148,000					
32	\$149,700					
33	\$151,400					
34	\$153,000					
35	\$154,500					
36	\$155,950					

## 2023 Salary Range Steps

	Attorneys*	Assistant Director**	Managers**	Coordinators Organizers Administrators Specialists**	Paralegal, Associates and Assistants**	
Step	2023 Steps					
1	\$64,400	\$78,150	\$71,700	\$59,000	\$52,000	* 1% annual increase after Step 36
2	\$67,950	\$80,450	\$73,791	\$60,140	\$53,000	** 2% annual increase after Step 15
3	\$71,400	\$82,818	\$75,945	\$61,303	\$54,020	
4	\$74,850	\$85,258	\$77,663	\$62,489	\$55,060	
5	\$77,800	\$87,770	\$79,948	\$63,699	\$56,122	
6	\$81,250	\$90,358	\$82,301	\$64,933	\$57,204	
7	\$84,700	\$93,024	\$84,725	\$66,191	\$58,308	
8	\$88,150	\$95,770	\$87,222	\$67,475	\$59,434	
9	\$91,600	\$98,598	\$89,794	\$68,785	\$60,583	
10	\$95,000	\$101,011	\$92,443	\$70,454	\$62,340	
11	\$98,400	\$104,011	\$95,171	\$72,166	\$64,151	
12	\$101,300	\$107,102	\$97,981	\$73,920	\$66,015	
13	\$104,300	\$110,285	\$100,626	\$75,718	\$67,936	
14	\$107,300	\$113,563	\$103,357	\$77,061	\$69,914	
15	\$110,300	\$116,940	\$106,428	\$78,950	\$71,951	
16	\$113,300					
17	\$116,300					
18	\$119,300					
19	\$122,300					
20	\$124,800					
21	\$127,300					
22	\$129,800					
23	\$132,300					
24	\$134,550					
25	\$136,800					
26	\$138,800					
27	\$140,800					
28	\$142,800					
29	\$144,800					
30	\$146,800					
31	\$148,500					
32	\$150,200					
33	\$151,900					
34	\$153,500					
35	\$155,000					
36	\$156,450					

## EXHIBIT C: PAID LEAVE CHART

	BASIC RULES	PROTECTED TIME OFF, PAY AND BENEFITS
<b><u>PDL</u></b> <b>(Pregnancy Disability Leave)</b>	<p>All employees are eligible for PDL regardless of how long or how many hours they have worked at LAAW.</p> <p>PDL may be taken intermittently as medically necessary.</p> <p>Employees also are entitled to reasonable accommodation for pregnancy, childbirth and related medical conditions upon medical certification from their healthcare provider.</p> <p>See Employee Handbook for further details.</p>	<p>Protected Time Off: Employees' jobs are protected – meaning they may take leave and return to the same or comparable position (except that an employee returning from PDL has no greater right to reinstatement than if the employee had been continuously employed) – for up to 4 months if they are disabled by pregnancy, childbirth or a related condition, with additional time off as a reasonable accommodation under the FEHA/ADA, provided such accommodation is not an undue hardship.</p> <p>Pay: Paid PDL leave starts following the SDI seven-day waiting period, during which period the employee must use sick pay and may use vacation leave. After the 7-day waiting period, employees are not required to use or exhaust their sick leave or use vacation. Legal Aid then will pay the difference between SDI and salary, up to 100% of salary, for up to 90 days if the pregnancy disability continues through 90 days. On the 91<sup>st</sup> day, employees may apply for LTDI benefits under Legal Aid's LTDI plan.</p> <p>Health Benefits: Up to 12 months total paid health benefits for PDL plus New Parent Leave time combined. For employees who receive payment in-lieu of health benefits, the stipend will continue for the same duration that paid health benefits would be in place, up to 12 months' maximum for PDL and New Parent Leave.</p>
<b><u>New Parent Leave</u></b> <b>(CFRA)</b>	<p>New Parent Leave/CFRA is available to all employees, although the duration of pay during leave may vary depending on length of service at LAAW (unlike FMLA/CFRA eligibility requirements that employee must have worked 12 months and 1250 hours in the preceding 12 months).</p> <p>Leave may be taken by new parents following the birth, adoption of foster placement of a child.</p> <p>See Employee Handbook for further details.</p>	<p>Protected Time Off: Protected Time Off: Employees' jobs are protected – meaning they may take 12 workweeks of leave and return to the same or comparable position (except that an employee returning from this leave has no greater right to reinstatement than if the employee had been continuously employed). Employees also may take up to 12 workweeks per year of additional unpaid leave in the discretion of Legal Aid. New Parent Leave is in addition to leave that a pregnant person receives under PDL. New Parent Leave must be taken within one year of birth, adoption of foster placement of child.</p> <p>Pay: Paid new parent leave is a benefit provided by LAAW in addition to any Paid Family Leave (PFL) benefits from the state. For a person who gives birth, Paid New Parent Leave begins after PDL is over. The number of weeks on the list below is salary that is completely paid by LAAW, in addition to what employees may be entitled to for state Paid Family Leave benefits. Based on length of employment, employees are entitled to the following. Paid new parent leave (following PDL) first will be integrated with PFL benefits (that is, paying the difference between PFL and Legal Aid salary, up to 100% of salary), and then will be carried over for additional paid time off, with total salary paid by Legal Aid as follows:</p> <ul style="list-style-type: none"> <li>• Up to 1 year: <u>4 weeks total salary.</u></li> <li>• 1+ to 2 years: <u>7 weeks' total salary.</u></li> <li>• 2+ to 3 years: <u>11 weeks' total salary.</u></li> <li>• 3+ years: <u>12 weeks' total salary.</u></li> </ul>

		<p>As of July 2020, most employees will be eligible for up to 8 weeks of Paid Family Leave (PFL) benefits from the state of California.</p> <p>Employees will be paid the full salary amount per day (that is, may not split their benefits), and absent the need for ADA/FEHA accommodation, the maximum amount of time off granted for PDL plus New Parent Leave will be 12 months.</p> <p>Health Benefits: Up to 12 months total for PDL and paid New Parent Leave combined, or up to 6 months New Parent Leave, if the leave is for New Parent Leave only. For employees who receive payment in-lieu of health benefits, the stipend will continue for the same duration that paid health benefits would be in place.</p>
<b><u>Employee Medical/Disability Leave</u></b>	<p>All employees are eligible (unlike FMLA/CFRA eligibility requirements that employee must have worked 12 months and 1250 hours in the preceding 12 months).</p> <p>Leave may be taken for the employee's serious health condition (as defined by the FMLA/CFRA), as certified by the employee's healthcare provider.</p> <p>See Employee Handbook for further details.</p>	<p>Protected Time Off: Up to 12 workweeks, with additional time off as reasonable accommodation under the FEHA/ADA, provided such accommodation is not an undue hardship. There is no eligibility requirement for an employee to take protected time off for the employee's own medical/disability leave.</p> <p>May be taken intermittently or on reduced schedule when medically necessary.</p> <p>Pay: Paid Employee Medical/Disability Leave is provided to employees.</p> <p>Paid leave starts following the SDI <u>seven-day waiting period</u> (during which period employee must use sick leave and also may use vacation pay). Then, Legal Aid will pay the difference of SDI (or workers' comp) and salary, up to <u>100%</u> of salary, through the 90th day of leave. The employee will not have to use their own sick leave or vacation pay after the initial seven-day waiting period. The employee may apply for LTDI on the 91st day under the Legal Aid LTDI plan, and provided the employee does so, LAAW will pay the difference between LTDI and salary up to 100% of salary from the 91<sup>st</sup> day of salary through the 180<sup>th</sup> day</p> <p>Health Benefits: Continued for up <u>to one year</u>. For employees who receive payment in-lieu of health benefits, the stipend will continue for the same duration that paid health benefits would be in place.</p>
<b><u>Family Caregiving Leave</u></b>	<p>All employees are eligible (unlike FMLA/CFRA eligibility requirements that employee must have worked 12 months and 1250 hours in the preceding 12 months).</p> <p>Leave may be taken to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or person related by blood or affinity whose close association with the employee is the equivalent of a family relationship, with a serious health condition (as defined by the FMLA/CFRA), as certified by a health care provider.</p>	<p>Protected Time Off: 12 weeks protected leave plus up to 12 workweeks per year of additional unpaid leave in the discretion of Legal Aid. All employees are entitled to take protected time off for family caregiving leave.</p> <p>Pay: Paid Family Caregiving Leave is provided to eligible employees as stated below to care for a family member as defined to the left with a serious health condition.</p> <p>Paid family caregiving leave must be taken in increments of one day or more (although employees may use sick or vacation in smaller increments for family caregiving purposes).</p> <p>Paid family caregiving leave will be integrated with PFL benefits (paying the difference between PFL and Legal Aid salary, up to 100% of salary), and then for certain leaves will be carried over for</p>

	<p>See Employee Handbook for further details.</p>	<p>additional paid time off, with total salary paid by Legal Aid as follows:</p> <ul style="list-style-type: none"> <li>• <b>Up to 2 years:</b> For employees who are taking family caregiving leave to care for all family caregiving -- 8 weeks' make-whole pay (that is, 8 weeks' integrated pay for PFL period.</li> <li>• <b>2+ to 3 years:</b> For employees who are taking family caregiving leave to care for a seriously ill parent, spouse, domestic partner or child -- 11 weeks' make-whole pay (that is, 8 weeks' integrated pay plus 3 weeks' additional salary); For all other family caregiving leave-- 8 weeks' integrated pay.</li> <li>• <b>3+ years:</b> For employees who are taking family caregiving leave to care for a seriously ill parent, spouse, domestic partner or child -- 12 weeks' make-whole pay (that is, 8 weeks' integrated pay plus 4 weeks' additional salary); For all other family caregiving leave-- 8 weeks' integrated pay.</li> <li>• For employees taking leave to care for the serious health condition of a person related by blood or affinity whose close association with the employee is equivalent to a family relationship and who is not eligible for PFL benefits, LAAW will provide paid time off as follows: <ul style="list-style-type: none"> <li>○ Up to 2 years: Two weeks' salary (front-loaded) plus 6 weeks of 40% pay.</li> <li>○ 2+ to 3 years: Three weeks' salary (front-loaded) plus eight weeks of 40% pay for a family relationship equivalent to a parent or child; and eight weeks of 40% pay for all other family relationships.</li> <li>○ 3+ years: Four weeks' salary (front-loaded) plus eight weeks of 40% pay for a family relationship equivalent to a parent or child; and eight weeks of 40% pay for all other family relationships. For example, an employee with 3+ years taking time off to care for the serious health condition for a person related by blood or affinity equivalent to a parent would receive 4 weeks' salary front-loaded, then 8 weeks of 40% pay.</li> <li>○ If such blood or affinity relationships become covered by PFL benefits in the future, the above guidelines shall apply.</li> </ul> </li> </ul> <p>Employees also may elect to use accrued sick or vacation pay to either supplement PFL benefits once paid new parent leave benefits have been exhausted, or after PFL benefits run, for the remainder of the 12-workweek period.</p> <p>Health benefits: For up to 6 months per year. For employees who receive payment in-lieu of health benefits, the stipend will continue for the same duration that paid health benefits would be in place.</p>
<p><b>ADDITIONAL NOTES</b></p>		<p><b>Note:</b> The above-described paid leave(s) paid by Legal Aid will be counted toward any legally mandated paid leave under San</p>

		<p>Francisco's paid parental leave ordinance (and any similar ordinances in the future); that is, Legal Aid's paid leave will not be in addition to any such mandated paid leave under the law.</p> <p>The maximum total amount of paid new parent and/or paid family caregiving leave that will be granted in a rolling backward 12-month period is the maximum amount of pay that an employee otherwise would be entitled to under either policy, but not both. For example, if an employee takes and uses 12 weeks of paid new parent leave (receiving 12 weeks' salary), the employee is not entitled to any additional paid family caregiving or paid new parent leave in a rolling-backward 12-month period.</p> <p>Employees will be guaranteed a minimum of 12 weeks off in a rolling-backward 12-month period for either New Parent Leave or Family Caregiving Leave or a combination of both (12 weeks total of paid and/or unpaid time). Additional unpaid time off may be granted at Legal Aid's discretion.</p> <p>All employees on such leave shall continue to accrue vacation and sick leave for the duration of all paid portions of such leave, and shall continue to accrue seniority.</p> <p>"Health Benefits" means the employee's and their dependents' participation in the Legal Aid's group health plans to the same extent and under the same terms and conditions as would apply had the employee not taken leave. The employee also shall be entitled to participation in Legal Aid's retirement plan during paid leave as if the employee had not taken leave.</p>
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## **SIDE LETTER REGARDING MEDICAL BENEFITS ELIGIBILITY**

The Union and Legal Aid agree that in reducing the eligibility requirement from 30 hours per week to 20 hours per week for medical, dental and vision insurance effective July 1, 2016, the parties also agree as follows:

If this change limits or negatively impacts the plans that are available to Legal Aid in the future, as an alternative to maintaining the 20-hour per week eligibility requirement (as opposed to a 30-hour per week eligibility standard), Legal Aid may instead pay for alternative coverage on behalf of an employee working 20 or more but less than 30 hours per week, up to the amount of Legal Aid's existing plan benefits cost.

**ENGINEERS AND SCIENTISTS OF  
CALIFORNIA LOCAL 20,  
IFPTE AFL-CIO & CLC**

  
\_\_\_\_\_  
**John Mader**  
**President**

DATE Feb 12/2021

**LEGAL AID AT WORK**

  
\_\_\_\_\_  
**Joan Graff**  
**President**

DATE February 12, 2021

## SIDE LETTER ON DEI ISSUES

The parties recognize that LAAW is currently engaged in a consultant-led process to examine diversity, equity, and inclusion issues at the organization. During the present negotiations process, the parties have had discussions of workplace issues that all agree need to be considered within the framework of DEI goals. Such issues include practices related to hiring and promotions, access to professional development, and mechanisms for mentoring and feedback. Given the complexity and ongoing nature of these issues, the parties were unable to engage in full consideration of these matters.

Because the DEI process is ongoing and will not be completed before 2020 reopener negotiations are concluded, the parties agree to the following:

1. LAAW will continue its standing Diversity, Equity, and Inclusion Advisory Committee as a means to strengthen the organization and further its core mission and values. The Committee shall promote and help to implement policies and practices that will reflect the organization's commitment to diversity, equity and inclusion in the workplace and continue to maintain and enhance an office culture that is respectful, safe, and supportive. The Advisory Committee also may be reconstituted from time-to-time to help achieve these goals, and to further involve the Union Bargaining Committee in the process as appropriate.

To achieve its critical goals, the Committee will function collaboratively and transparently and attempt to reach consensus whenever possible, with management providing explanations for any decisions if consensus cannot be reached.

2. As the current DEI process continues, the Diversity, Equity, and Inclusion Advisory Committee may determine that it is necessary to establish sub-committees to work on the development of policies related to these issues.

3. The parties understand and agree that an essential aim of the current DEI process is that LAAW will promulgate new policies arising out of the DEI Advisory Committee related to hiring, promotion, and professional development. Any such policies will be reviewed with the Bargaining Committee before they are finalized and implemented. The parties also understand that these are mandatory subjects of bargaining, and to that end, the DEI Advisory Committee will check in with the Union Bargaining Committee on a regular basis, e.g., quarterly or every six months.

4. The parties agree to bargain as necessary to integrate any relevant agreements from the DEI process into the LAAW-ESC contract. The mechanism for this integration will be determined at that time, but the parties contemplate that a working Side Letter may be the most effective means of accomplishing this goal.

## **SIDE LETTER ON THE REOPENING OF THE LAAW OFFICE**

The parties recognize the extraordinary circumstances of the COVID-19 pandemic and the challenge of continuing the work of the organization while complying with public health mandates and protecting the health and welfare of all staff.

As it becomes possible to allow general operations to resume at the LAAW office, the parties will meet as necessary to discuss safety-related subjects, e.g., the allotment of and design of physical space, sanitation protocols, provision of personal protective equipment, and scheduling that allows for adequate physical distancing, including reduced on-site occupancy and staggered work schedules, as appropriate.

As the reopening process moves forward, LAAW management commits to consider, as appropriate, those elements of remote work and flexible scheduling used during the pandemic.

The LMC shall be the forum for these discussions.