



## **AGREEMENT**

**Between**

**EAST BAY COMMUNITY LAW CENTER**

**And**

**ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
IFPTE LOCAL 20**

**July 1, 2021 through July 1, 2023**

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THIS AGREEMENT is entered into July 1, 2021 between East Bay Community Law Center (hereafter called "Employer" OR "EBCLC") and ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20, IFPTE, AFL-CIO/CLC (hereafter called "Union" or "ESC").

## **ARTICLE 1 - SCOPE OF AGREEMENT**

### **Section 1.1. Scope**

This agreement contains the entire understanding, undertaking and agreement of EBCLC and the Union and finally determines all matters of collective bargaining for its term with respect to the topics covered herein and those matters that were discussed between EBCLC and the Union during negotiations that led to this agreement. Changes to the Agreement must be reduced to writing and executed by both EBCLC and the Union to be effective.

If there are conflicts between this Agreement and EBCLC's Personnel Manual, this Agreement shall govern. Where there are no conflicts and in those areas not addressed specifically by this Agreement, the Personnel Manual shall govern. Changes to the Personnel Manual or existing policies will not be unilaterally implemented by the Employer. EBCLC shall provide notice and an opportunity to bargain over proposed changes consistent with its obligations under the National Labor Relations Act.

### **Section 1.2. Successorship**

This Agreement shall bind the signatories hereto, as well as their successors and assigns. The Employer shall give reasonable advance notice to the Union of any proposed merger or consolidation and shall advise the third party of the terms and conditions of this Agreement prior to concluding any such transaction.

## **ARTICLE 2 - UNION**

### **Section 2.1. Union Recognition**

- A. The Employer recognizes the Union as the exclusive collective bargaining representative of employees of EBCLC in the classifications listed in Appendix A.
- B. EBCLC agrees to give fifteen (15) days' advance written notice (before hiring) to the Union of its intention to create new positions within the organization so that the Union may bargain to determine inclusion in the bargaining unit, and wages and working conditions for the new classification. The Employer may not move forward with posting such positions until that process is completed, but it may seek a waiver of this limitation under exigent circumstances.
- C. If the Employer contemplates promoting an employee to a newly created position, EBCLC will meet and bargain with the Union over salary.

## **Section 2.2. Union Check-off**

### **A. Union Membership and Service Fee**

Within the first thirty (30) days of employment, all employees subject to this Agreement shall be required to either: (1) join and remain a member of the Union or (2) pay a service fee in lieu of membership dues.

### **B. Check off of Dues**

EBCLC will deduct from employees' wages and turn over to the proper officers of the Union the membership dues and/or Agency Fees of each employee who individually and voluntarily certifies in writing that they authorize such deductions.

### **C. Legislative Education and Action Program (LEAP) Deductions**

Employees may make LEAP contributions through payroll deductions. EBCLC agrees to deduct LEAP contributions on a per pay period basis from the paycheck of each unit member who voluntarily executes and delivers to the Employer a valid LEAP deduction authorization form. LEAP deductions may be cancelled by the employee with thirty (30) days' notice to the Union and Employer.

## **Section 2.3. Union Meetings**

The Union shall be allowed a one-hour lunch Union meeting each month. EBCLC will close the front desk during this hour meeting each month so that non-exempt employees can use their lunch break to attend this meeting. The Union and Employer will agree on a rolling 6-month schedule for these dates.

## **Section 2.4. Union Time**

- A. The Union will appoint up to one (1) shop steward for every ten (10) employees in the bargaining unit. The Union will inform the Employer of these appointments.
- B. Shop stewards will be allowed a reasonable amount of time during their work day to investigate grievances, represent members in meetings with management, and ensure that the provisions of this Agreement are uniformly enforced. At the same time, shop stewards will not disrupt or interfere with an employee's work duties during normal work hours, and will ensure that their own work is not negatively impacted by the discharge of their shop steward duties.
- C. The Employer will ensure all supervisors comply with Section 2.4.B. If there is a dispute about steward release time, either party may refer the dispute to the Labor-Management Committee.
- D. Employees appointed by the Union to serve on the Labor-Management Committee, Negotiating Committee, and any other sub-committees created by the Labor-Management

Committee will receive pay at their normal hourly rate for all meetings scheduled with management at mutually agreeable times. During the time when the contract is being negotiated, additional time will be needed by the negotiating committee. As officers and negotiating committee members are elected, the Union will notify HR, so that HR can in turn notify the respective supervisors.

- E. When new employees are hired into the bargaining unit, a steward shall be permitted one hour of work time to conduct an orientation with the new hire.

## **Section 2.5. Financial Statements**

EBCLC will provide financial information to the Union on a semi-annual basis, covering the first half of the year and the full year at the same time it is provided to the Executive Director or the Board. The statement will include the regularly prepared income statement and, in mid-year, income projections for the full year. The Union will treat all EBCLC-provided financial information confidentially, including not distributing copies (except on a temporary basis during a meeting) to members. Nothing in this agreement precludes EBCLC's right to review financial information at staff meetings.

## **Section 2.6. Union/Management Meetings**

A Labor-Management Committee ("LMC") shall be established and utilized to discuss and make recommendations regarding labor/management and professional practices of mutual concern. Through the LMC, the Employer will solicit feedback from the Union to make important decisions that impact the entire organization, including, but not limited to, decisions regarding office relocation, technology, personnel needs and major expenditures.

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

## **Section 2.7. Union Acknowledgment**

EBCLC shall recognize the bargaining unit's affiliation with ESC by:

- Displaying a union bug on EBCLC's website;
- Posting a statement acknowledging this affiliation in a public area in the workplace; and
- Permitting employees to display a union bug on EBCLC materials and correspondence.



## **Section 2.8. Union Communications**

- A. Announcements of Union business may be circulated to members of the bargaining unit via EBCLC electronic mail and via other forms of digital communication hosted or paid for by EBCLC.
- B. The Union will have the right to post a bulletin board in the Employer's offices for the exclusive use of the Union, at designated locations mutually agreeable to the parties. The Union's use of the bulletin board will be limited to the posting of communications related to Union business. The Employer agrees to refrain from posting on or interfering in any way with the Union's bulletin board. The Union agrees to refrain from posting any materials of an offensive or derogatory nature directed at the EBCLC management.

## **Section 2.9. EBCLC Board**

Union members shall have the right to attend open sessions of EBCLC's Board of Directors' meetings. EBCLC will give the Union advance notice of such meetings, including the timing and agenda of all open sessions.

## **ARTICLE 3 - POSITIONS, HIRING AND VACANCIES**

### **Section 3.1. Hiring**

EBCLC recognizes the importance of making space for staff input at all points in the hiring process.

#### **A. Job Description Creation**

Executive management will work collaboratively with the position supervisor and affected team to draft job descriptions. Executive management has final decision-making authority regarding job responsibilities and minimum qualifications. The job description will determine the content of the rubric, which guides the hiring committee's work.

#### **B. Hiring Committee Formation and Responsibilities**

A representative from the Union and/or the position supervisor, along with a member of executive management, will work collaboratively to form the hiring committee.

Every hiring committee at EBCLC will have a chair. The default is that the position supervisor will be the chair, but this can be delegated to another member of the committee.

The committee should also include:

- 1-3 staff from the hiring practice/unit
- At least one non-attorney
- At least one person from another practice/unit
- A member of the Equity and Inclusion Committee (EIC, see Section 6.8) must be invited to join, but the EIC can pass

The hiring committee should include no more than 7 people, but ideally 5 or fewer. It is helpful to have an odd number of committee members (e.g., 3, 5, 7). EBCLC staff who will work directly with the person being hired should participate (in some way, as time permits) in the hiring process for the position.

The hiring committee:

- Finalizes the screening and interview rubrics
- Helps with recruitment for the position
- Identifies candidates to interview from the applicant pool
- Creates interview questions based on the rubric
- Completes the rubric immediately following each interview before discussing candidates
- Works with HR to complete reference checks
- Makes a recommendation to executive management regarding who they believe should be hired for the position
- The committee may choose to send more than one candidate to executive management for a final interview

Executive management conducts a final interview and makes the decision regarding the hire.

### **Section 3.2. Internal Hiring**

All bargaining unit positions will first be posted internally for a period of no less than ten (10) working days, after which the position will be posted externally and other recruitment methods may be used to identify additional candidates.

Qualified internal applicants shall be afforded an opportunity to interview and provide a job talk, if applicable, provided they submit an application within ten (10) working days of the recruitment being opened.

### **Section 3.3. Seniority**

Seniority shall be counted from the first day of employment, including time as a fellow, work study, or temporary employee if subsequently hired for permanent employment, and will accrue based on the time employed at EBCLC.

#### **A. Breaks in Service**

**Layoffs:** Regular employees who are laid off and subsequently reinstated shall not lose seniority.

**Voluntary Resignations:** Regular employees who voluntarily resign and are rehired will be reinstated without loss of seniority, and the employee's prior seniority will be credited less their period time away.

**Leaves of Absence:** An employee on leave of absence shall continue to accrue seniority.

### **Section 3.4. Orientation**

When a new employee is hired, they will be oriented and trained by staff members who are familiar with the duties of the job that is being filled. The Union shall be notified and a union representative shall also be permitted to meet with the employee for one hour to answer any union or contract-related questions.

### **Section 3.5. Introductory Period**

- A. New employees are required to serve a introductory period of ninety (90) days, excluding time lost due to absences. Employees who were laid off and subsequently recalled are not considered new employees.
- B. The introductory period is considered a period of mutual evaluation during which EBCLC will provide feedback if areas of concern arise about work performance or responsibilities and the employee will share any concerns they may have with the Employer.
- C. A performance evaluation shall be completed and discussed with the employee at least midway into the introductory period. If at that time the Employer believes the employee's performance is unsatisfactory, the Employer must provide the employee with a detailed description of the specific criteria which must be met in order to successfully complete the introductory period.
- D. Employees serving an introductory period shall be covered by all provisions of this Agreement other than the grievance procedure for discipline/discharge matters or the progressive discipline process. During the introductory period the employment relationship is terminable at will.
- E. Fellows, work study students, interns or temporary employees who are hired into a permanent position performing substantively different work shall have a preliminary evaluation period of sixty (60) days.

### **Section 3.6. Exit Interview**

Exit interviews provide valuable feedback and suggestions for organizational improvement.

Upon layoff, voluntary resignation, or separation for reasons other than termination, an employee must be offered an exit interview with Human Resources. The departing employee may opt to have a representative of their choosing and a member of the EIC accompany them to the interview. The interview will take place before separation, unless the parties mutually agree to schedule it after separation.

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

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

## **ARTICLE 4 - TEMPORARY EMPLOYEES**

### **Section 4.1. Categories of Temporary Employees**

Temporary employees are not included in the bargaining unit.

For the purposes of this Agreement, temporary employees are individuals hired to work, either full-time or part-time, in one of the two categories defined below:

**A. EBCLC 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).

**B. Other Temporary Employees:** Individuals employed by staffing agencies and assigned to work at EBCLC (as discussed in Section 4.6 below).

**Exclusions:** Employer agrees that fellows will be covered by this agreement. Fellows accrue sick and vacation leave at the rate of permanent EBCLC employees, and if hired into permanent positions, such leave will be preserved. At the conclusion of the fellowship term, if a fellow is not hired into a permanent position, their employment will terminate under the terms of their fellowship agreement.

### **Section 4.2. 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 the expected duration of temporary employment and the possibility of extensions.

### **Section 4.3. Use of EBCLC Temporary Employees**

A. EBCLC 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 year in duration. This period may be extended by mutual agreement of the parties.

- B. EBCLC shall not rotate EBCLC temporary employees in and out of a single position in order to continuously fill that position, but an EBCLC temporary employee may be assigned to cover the leaves of two regular employees in a row.
- C. Any full-time EBCLC temporary employee retained beyond one year or who has worked for EBCLC for a cumulative period of one year will become a regular full-time employee with all rights and benefits as provided in this Agreement with the following exceptions:
  - If a short term need for which the temporary employee was retained is not completed in the timeframe expected, then the temporary employee's term may be extended with agreement of the Union until the project is completed without converting to regular full-time employee status;
  - In the case of temporary staffing replacement for an employee leave, the temporary period may be mutually extended to match the length of the employee's projected leave of absence without converting the temporary employee to regular employee status.

#### **Section 4.4. Transition to Regular Employment**

A temporary employee may apply for any position that has been posted by EBCLC. If they meet the minimum qualifications for the position, they shall be offered an interview.

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

All temporary employees who are hired into regular positions at EBCLC 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 their classification seniority bridged back to 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 their hire date as a Fellow (less any time in between the positions).

#### **Section 4.5. Limits on Use of Temporary Employees, Fellows, Law Clerks, and Volunteer/Pro Bono/Special Counsels**

EBCLC 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 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.

#### **Section 4.6. Temporary Agency Staffing Employees**

The parties further agree that EBCLC may also utilize hourly workers through a temporary staffing agency in bargaining unit positions on a temporary basis for a period of up to one year, 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.

### **ARTICLE 5 - CONTRACT ADMINISTRATION**

#### **Section 5.1. Grievance and Arbitration Procedure**

##### **A. Purpose**

The purpose of this section is to establish a process for the settlement of grievances relating to claimed violation, misinterpretation, or misapplication of any provision of this Agreement, including discharge, suspension, or other disciplinary action.

##### **B. Grievance Procedure**

**Step 1.** The parties recognize that most disputes are best resolved through informal discussion between an employee and the employee's immediate supervisor. An employee should attempt such informal resolution before filing a formal written grievance. An employee may elect to have a union steward present during this discussion. If an employee requests a union steward, such discussion shall commence in a reasonable period of time. If informal resolution fails within ten (10) days of its commencement, the procedure outlined below may be initiated.

**Step 2.** Each grievance shall be presented in writing within thirty (30) calendar days after the employee knew, or reasonably should have known, of the event causing the grievance or after concluding that informal resolution was unsuccessful. The grievance should include the following information:

1. A general description of the complaint;
2. The people involved;

3. The specific sections of the CBA that were violated;
4. An explanation about how or why the Union believes such sections were violated;  
and
5. The remedy that is being sought.

Within ten (10) days of receipt of the grievance, Human Resources shall meet with the grievant and a union steward to discuss the matter and exchange relevant information. Human Resources shall provide a written answer to the grievant and the union steward within ten (10) days of said meeting.

**Step 3.** If the grievance has not been resolved at step 2, the union will have ten (10) working days from the date of the employer's response to request that the parties participate in mediation as set forth below:

1. The parties will jointly select between either a federal mediator or by alternately striking from a slate of 7 mediators provided by the Federal Mediation and Conciliation Service (FMCS);
2. Mediation shall be scheduled within thirty (30) working days of the request for mediation subject to the schedule of the mediator; and
3. Neither party will be bound by any recommendation of the mediator.

**Step 4.** The union may request arbitration of any grievance which in its view has not been resolved satisfactorily by mediation. Any such request must be made within twenty (20) calendar days of concluding mediation. If the parties cannot agree on the selection of an impartial arbitrator, the Union and management shall select an arbitrator from a panel(s) of arbitrators supplied by FMCS using an alternate strike procedure. The parties shall share the cost of the arbitration equally. The arbitrator's decision shall be final and binding on all parties, but the arbitrator shall have no authority to add to, subtract from, or modify in any way, the provisions of this Agreement.

### **C. Time Limits**

The time limits in any step of the grievance procedure may be extended or modified by written agreement of management and the Union. Absent such agreement, the failure of the Union or the grievant to comply with the time limits in the procedure above shall constitute a waiver of the grievance. The failure of management to comply with the time limits in this procedure permits the grievant and the Union to consider the grievance as denied, and allows them to proceed to the next step in the process.

## **Section 5.2. Discipline and Discharge**

### **A. Just Cause**

No employee who has completed their preliminary evaluation period shall be disciplined or discharged for job performance or violation of employment rules of conduct without

just cause. In determining appropriate disciplinary action, management will consider the severity of the offense or shortcoming and the employee's work record. All discipline will be administered in a fair and consistent fashion.

## **B. Representation**

Regular supervisory check-ins where the employee is provided with feedback are not considered discipline. If, after at least two check-ins, an issue remains unresolved, the Employer can initiate an Issue Resolution and the employee shall be entitled to a union representative.

In any meeting where the employee is asked questions that are intended to elicit information that will be used to discipline the employee, that employee shall be advised of their right to have a union steward present at the meeting.

## **C. Issue Resolution**

Members of the Bargaining Unit or Executive Management may request an issue resolution meeting. In that meeting, the parties will gather to share perspectives, explore the root-cause of problems, collaborate on identifying solutions and engage in fact-finding. At the end of this meeting the parties will work together to document their findings, proposed solutions and a timeframe for improvement if needed. This process shall not be considered disciplinary but shall be a required first step before the employer issues formal discipline except in such severe cases where progressive discipline is not required.

## **D. Progressive Discipline**

If an Issue Resolution is unsuccessful, the issue may be referred to Human Resources for discipline. Discipline will be administered progressively in the following way, unless the severity of the offense (e.g. theft, threats, physical endangerment, fraud, sexual harassment, or extraordinary unethical behavior the employee knew or should have known could seriously affect the organization's interests) warrants otherwise:

- Informal counseling
- Written reprimand, including required corrective action within a specified period of time
- Written Performance Improvement Plan ("PIP") to be given to an employee indicating areas that are below job expectations and identifying specific ways in which the employee may improve performance in a stated reasonable period of time. A PIP is designed to facilitate a constructive discussion between an employee and supervisor (and union steward if requested) about work requirements, including established standards and expectations in one or more significant position requirements, finite start and end dates, and regular check-in



dates. The PIP and an employee's written response, if any, will be placed in the employee's personnel file.

- Termination

#### **E. Documented Discipline**

All discipline beyond informal counseling will be placed in an employee's personnel file. In the case of a written reprimand or PIP, the employee shall have the right to comment in writing and such comments will be included in the employee's personnel file. Prior discipline will not be used in assessing future discipline unless said prior discipline occurred within the previous twelve months and is relevant to the current issue.

#### **F. Notice of Termination**

Upon the consent of the employee, management will also make available to the union steward the information it relied upon in making the termination decision.

### **Section 5.3. Layoff and Recall**

#### **A. Reduction in Staff**

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

- EBCLC shall promptly notify the Union in writing when it believes layoffs may be necessary.
- At the Union's request, within ten (10) working days of such notice, EBCLC shall meet with the Union to explore alternatives before any layoffs are implemented. Union representatives involved in these discussions agree not to disclose, either directly or indirectly, to bargaining unit employees and/or to any third parties any confidential information received from EBCLC regarding potential layoffs or unannounced plans for layoffs. EBCLC agrees that it will make an effort to retain represented staff whenever practicable.
- If layoffs of represented staff become necessary due to staff reductions, represented staff shall be laid off according to level of seniority within each job classification and program.
- Employees who are affected by the projected reduction in staff shall be given no less than thirty (30) working days' notice in writing of the projected reduction.

#### **B. Severance**

Non-probationary employees laid off for operational or financial reasons will receive severance pay based on their length of employment at EBCLC pursuant to the following schedule:

- Two (2) weeks of pay after completion of an employee's probationary period through the first year of employment and one (1) additional week of pay for every year of tenure, up to a maximum of eight (8) weeks' pay.

### **C. Recall**

An employee covered by this Agreement who is laid off shall have recall rights for a period of twelve (12) months to be considered for rehire for any job for which they are qualified and able to perform. Management shall notify all employees with recall rights of job openings and advise that they may apply. Employees who are being recalled will be notified by certified letter or other method of trackable delivery (e.g. Federal Express, UPS) and at the employee's last known email address. Employees are required to respond to EBCLC within ten (10) business days of the date of notification. It is the employee's responsibility to notify EBCLC of any change in address. Failure of an employee to respond within the time limits shall be considered a refusal of the offer and a forfeiture of the employee's recall rights. Former employees who apply will be given an initial screening interview and if deemed qualified by management for the position will be rehired before hiring of equally qualified new employees for those openings. If an employee with recall rights applies for a position and is not rehired, management will so notify that employee, and upon request management will advise the Union of the reason for its decision.

## **ARTICLE 6 - HEALTH & WELLBEING**

### **Section 6.1. Health & Safety**

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

EBCLC will comply with all applicable OSHA rules and state rules and regulations concerning the workplace.

### **Section 6.2. Ergonomic Training**

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

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

### **Section 6.3. First-Aid and Emergency Response**

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

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

### **Section 6.4. Employee Safety Concerns and Training**

EBCLC will work with employees to develop de-escalation and safety protocols and ensure that all employees receive training. Employees must immediately notify a representative of management if any employee, contractor, or visitor threatens them or prevents them from performing their duties, or if they otherwise fear for their physical safety at any work location. If an employee raises a safety concern, EBCLC will respond and work with the employee to create a safety plan within twenty-four (24) hours. EBCLC, when possible, should respect the privacy/confidentiality of the employee that reports any such behavior. No employee shall be subject to restraint, coercion, or reprisal for reporting safety concerns relating to workplace violence to a representative of management. EBCLC will provide training in de-escalation to employees at least once a year.

### **Section 6.5. Breastfeeding**

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

#### **A. Milk expression breaks**

Breastfeeding employees are permitted to take breaks to express breast milk during work hours.

#### **B. A clean and private place to express milk**

The Employer will make a private room (not a restroom) available for employees to express breast milk. The private room will have a comfortable chair and table or desk, electrical outlet, small refrigerator, disinfectant wipes and a locking door. The Employer will provide a sign that communicates when the room is in use. 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. EBCLC will share expectations about keeping the space clean to ensure the safety and comfort of lactating staff.

## **Section 6.6. 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 parent will accept complete responsibility for the safety of the infant.

## **Section 6.7. Wellness Committee**

EBCLC will support and maintain a Wellness Committee. Such support shall include an annual allotment of \$200 in wellness funds for each staff member; and a designated member of Executive Management who is assigned to work with the Wellness Committee as needed to implement the committee’s policy objectives. The Wellness Committee will invite Executive Management to any standing meetings where input or feedback is needed.

The Labor-Management Committee will also work with the Wellness Committee to address issues related to wellness in the workplace and to create policies related to staff wellness. Any proposed wellness policies will be presented to the Labor-Management Committee for approval.

## **Section 6.8. Equity and Inclusion Committee**

EBCLC will support and maintain an Equity and Inclusion Committee (EIC). Such support shall include providing informational materials about the EIC in onboarding materials and a designated member of Executive Management who is assigned to work with the EIC as needed to maintain EIC’s membership and capacity to implement the Committee’s policy objectives. In recognition of the importance of the EIC’s work, EBCLC shall endeavor to adjust committee members’ workload to facilitate participation.

The EIC and Labor-Management Committee will work together to carry out the goals and tactical steps identified in the Equity and Inclusion Roadmap, to address issues related to Equity and Inclusion in the workplace and to create policies related to organization-wide equity and inclusion. The Equity and Inclusion Committee will invite Executive Management to any standing meetings where input or feedback is needed.

# **ARTICLE 7 - WORKING CONDITIONS**

## **Section 7.1. Work Day**

### **A. Normal Work Week**

**Non-Exempt Employees:** All full-time non-exempt employees have a thirty-five (35) hour workweek. A normal workday is a seven (7)-hour day, plus a lunch break.

Employees may elect to take one (1) hour or thirty (30) minute lunch breaks but must coordinate time with their lead or supervisor to ensure coverage.

**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. Hours should be submitted on at least a bi-monthly basis in the timekeeping system, and daily recording of hours is preferable. However, exempt employees need only record sick and vacation when three and a half (3.5) or more hours are taken in a day.

## **B. Overtime**

Non-exempt, hourly employees will be compensated at their regular straight-time rate for time worked above seven (7) but less than eight (8) hours on a regular work day, or above thirty-five (35) but less than forty (40) hours 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 (1.5) 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. If there are opportunities for overtime work, the Employer shall attempt to distribute them on an equitable basis. No non-exempt employee may work overtime without the express prior approval of their supervisor.

## **C. Compensatory Time**

With supervisor approval, exempt employees who work in excess of forty-five (45) hours a week will be granted hour-per-hour compensatory time off. Employees may accumulate up to seven (7) days of compensatory time and such time will not be subject to expiration. Employees are encouraged to use comp days within two (2) months of accrual. Unused comp time cannot be cashed out.

## **D. Breaks**

Non-exempt employees shall be entitled to paid ten (10)-minute rest periods and unpaid thirty (30)-minute meal periods as provided in the chart below:

<b>Hours Worked</b>	<b>Rest Periods Provided</b>	<b>Meal Periods Provided</b>
Less than 3.5	None	None
3.5 to 5	One rest period	none
5-6	One rest period	One meal period
6-10	Two rest periods	One meal period
10+	Three rest periods, then additional rest period for each	Two meal periods, then one additional meal period for each

	additional four hours worked	additional five hours worked
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If an employee is not relieved of all duty during their break, they shall be entitled to one (1) hour of penalty pay for each missed break. Pay for missed breaks shall be included in the employee's next paycheck.

#### **E. Telecommuting**

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

- Employees, with prior approval from their lead or supervisor, may telecommute and work alternative work schedules, so long as such flexible work arrangements are consistent with employees' job and professional responsibilities and adequate staffing is available in the office (for example, to ensure adequate supervision of students and staff, and meeting with clients). EBCLC agrees that requests for alternative work schedules and telecommuting will not be unreasonably denied and such flexible work arrangements shall not be unreasonably revoked.
- When leads or supervisors telecommute, they will implement a protocol to ensure adequate supervision. For programs with three (3) or more employees, lead or supervisors will be available by phone while telecommuting or designate a point-person in the office for the employees they supervise to check-in with.
- Requests for flexible and/or reliable work schedules will be considered in accordance with Berkeley's Family Friendly Workplace Ordinance and such requests shall not be unreasonably denied.

#### **F. Alternative Work Schedules**

EBCLC is committed to helping employees face the demands of juggling work, family, and life by facilitating an environment that supports a work-life balance. A request for an alternative work schedule will not be unreasonably denied, revoked, or modified. A request will not be denied unless there are no viable ways to construct a schedule that meets the needs of both the employee and the unit.

Each employee must work with their lead or supervisor to request and determine the best alternative work schedule. Once the employee and lead or supervisor have identified a suitable alternative work schedule, the lead or supervisor will forward the schedule to HR to be placed in the employee's personnel file.

If, despite everyone's best efforts, an alternative work schedule arrangement is not working out for the unit, the lead or supervisor will meet with the employee and identify the specific way the alternative work schedule is impacting the staffing and coverage

needs of the unit or the employee's ability to perform their job. The lead or supervisor and employee will collaborate to explore suitable alternatives. An employee shall be provided at least two (2) weeks' notice before implementing any schedule change.

Following are examples of alternative schedule options. These examples are for reference only and not intended to limit the options available to employees:

- **Alternate Workweek:** fixed hours per day, but days are other than Monday – Friday. Examples: Wednesday – Sunday or Monday – Saturday with Wednesdays off;
- **Compressed Workweek:** work full-time hours in fewer than five (5) days. Example: work 8.75 hours Monday – Thursday.
- **Alternative Time Options (variable schedule):** Employee works a certain number of hours each day, but the exact schedule varies somewhat from day to day. This option must include a core fixed period each day OR a fixed core period each week. Example: employee works from 9am – 12pm, takes an hour for lunch, and works from 4pm – 8pm with the core period being 9am – 11am Monday – Friday.

#### **G. Workload Management**

A discussion of workload and capacity shall be a part of regular check-ins with leads or supervisors. The lead or supervisor shall attempt to balance workloads. The leads or supervisors must regularly review timesheets, including comp time accruals, with their supervisees to discuss any patterns that would suggest an unbalanced workload.

To facilitate a mutual effort to balance workloads, EBCLC shall make available to employees and the Union statistics as to the average hours worked per week by each attorney and staff member. All employees shall be required to accurately report the hours they work every pay period and provide EBCLC such information as is necessary to ensure the accuracy and timely compilation of these statistics. EBCLC shall review these anonymized statistics quarterly with the Labor-Management Committee to (1) ensure there is not work overload, (2) that the work is equitably distributed, and (3) to explore ways to address workload issues. All of these statistics shall be made available to the Union.

EBCLC will factor into its case assignment and workload assessment system whether or not administrative support is provided and whether an employee has recruiting, supervisory or training responsibilities for students or interns.

## **ARTICLE 8 - VACATION, HOLIDAYS AND LEAVE**

### **Section 8.1. Holidays**

The following are paid holidays for all regular full and part-time employees:

- 1) New Year's Day;
  - 2) Martin Luther King's Birthday;
  - 3) Presidents' Day;
  - 4) Cesar Chavez Day;
  - 5) International Workers Day (May Day);
  - 6) Memorial Day;
  - 7) Independence Day;
  - 8) Labor Day;
  - 9) Indigenous Peoples' Day;
  - 10) Veterans' Day;
  - 11) Thanksgiving Day;
  - 12) Day after Thanksgiving;
  - 13) Winter Holiday: For 2020, the weeks of 12/21 and 12/28; for 2021, the weeks of 12/20 and 12/27; for 2022, the weeks of 12/19 and 12/26
  - 14) Four floating holidays.
- A.** In the first week of each year, EBCLC shall notify all employees covered by this Agreement of the dates on which enumerated holidays will fall in that calendar year.
  - B.** When one of the above holidays falls on a Saturday, the preceding Friday will be taken as a holiday. When one of the holidays falls on a Sunday, the succeeding Monday will be taken as a holiday.
  - C.** Upon request, EBCLC will accommodate an alternate holiday schedule for employees who observe religious holidays not included above.
  - D.** If a nonexempt employee is required to work on a holiday, including a floating holiday that has been designated ahead of time, that employee will be paid for such holiday and, in addition, their normal base rate of pay for all hours worked. If an exempt employee is required to work on a holiday, with supervisor approval, they will be allowed to take an alternate day off in lieu of the holiday within six (6) months.
  - E.** Part-time employees will be paid for holidays based on their normal schedule for that day or pro-rated for their full time equivalent ("FTE"), whichever is greater.



F. A compensated holiday that falls within an employee's vacation will not be charged as a vacation day for that employee. A compensated holiday that occurs while an employee is on State Disability Insurance "SDI" or Paid Family Leave "PFL", will be paid and integrated with 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.

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

## **Section 8.2. Vacation Accrual and Use**

All regular full- and part-time employees earn vacation leave from their first day of employment. Vacation accrues during paid time off. Full time employees accrue vacation leave based on the employee's length of service as set forth below. Changes to accrual rates shall occur on the anniversary of the employee's hire date. Part-time employees accrue vacation on a pro-rated basis in relation to their FTE.

<b>Length of Continuous Service</b>	<b>Vacation</b>
1-3 years	20 days per year (5.83 hours/pay period)
4-6 years	25 days per year (7.29 hours/pay period)
7 years or more	30 days per year (8.75 hours/pay period)

A. Employees may accrue up to a maximum of forty (40) days of vacation. Once this cap is reached, no further vacation will accrue until some vacation is used and the employee's vacation time drops below forty (40) days.

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

C. Exempt employees may take vacation time in hourly increments.

D. Employees are required to submit requests for vacation leave in writing to their supervisors and should provide at least one (1) weeks' notice wherever possible. Such requests will not be unreasonably denied if the employee provides at least one (1) week's notice.

- E. If two (2) or more employees submit requests covering the same period at the same time and both requests cannot be accommodated, preference shall be given to the employee with the greater seniority at EBCLC.

### **Section 8.3. Sick Leave**

Sick leave is paid time off that an employee may use for the illness or medical needs of the employee or the employee's spouse, domestic partner, children, family members or designated person. An employee may also designate an additional person for whom they may use paid sick leave to provide aid or care. EBCLC will provide employees notice of their right to so designate a person within five (5) days of the start of their employment. An employee of EBCLC may make the initial designation and update that designation at any time.

- A. All regular full-time and part-time employees earn sick leave at the rate of one day (7 hours) per month. Sick leave is accrued pro rata by part-time employees. Sick leave may be used at any time after it is earned and may be carried forward from one fiscal year to the next, up to a maximum of thirty-five (35) days. Employees shall accrue sick leave during paid time off.
- B. When an employee's sick leave balance has been exhausted, the employee may request advance sick leave from EBCLC's Human Resources Manager. Employees shall be required to use accrued vacation time before requesting advances of sick leave. Advances of sick leave shall be at the discretion of EBCLC's management.
- C. An employee will, as soon as reasonably able, notify their supervisor when they will be absent due to illness. EBCLC recognizes that emergencies, accidents, and sudden illnesses sometimes will prevent advance notice of the need for leave. In such circumstances, employees need only provide notice as soon as practicable.
- D. EBCLC shall not require verification of absences unless there is a clear pattern or instance of abuse. Examples of suspected sick leave abuse include but are not limited to:
- taking paid sick leave on days when an employee's request for vacation leave has been denied;
  - a pattern of taking paid sick leave on days when the employee is scheduled to work a shift that may be perceived as undesirable; and,
  - a pattern of taking paid sick leave on Mondays or Fridays or immediately following a holiday.
- E. COVID-19: In the event that any local, state, or federal law provides additional paid sick leave or expanded family and medical leave related to COVID-19, the employer shall extend such leave to employees covered under this agreement.

#### **Section 8.4. Family and Medical Leave**

EBCLC will provide all employees with family and medical leave benefits under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Coordination of the two statutes will be determined on a case-by-case basis. The statutory provisions with the more generous benefits will be applied in each case. Detailed benefit information is set forth in EBCLC's Personnel Manual.

#### **Section 8.5. Parental Leave**

Regular employees who have worked for EBCLC for at least one (1) year may take up to six (6) months parental leave and shall be paid their full salary for three (3) of those months. Detailed benefit information is set forth in EBCLC's Personnel Manual.

#### **Section 8.6. Sabbatical Leave**

Employees shall be eligible for a sabbatical of eight (8) weeks for every five (5) years of employment at EBCLC. Entitlement to such leaves shall be retroactive to all members of the bargaining unit employed on the date of the signing of this agreement. Detailed benefit information is set forth in EBCLC's Personnel Manual.

- A. The first five (5) weeks of sabbatical leave will be paid with no loss of benefits. After the first five (5) weeks, employees shall use their accrued vacation to cover all or part of their time off. However, the employee must reserve one (1) week of vacation leave for use post-sabbatical. Employees may extend the eight (8) weeks sabbatical leave with two (2) weeks of accrued vacation or any other leave.
- B. Employees requesting sabbatical leave must submit a written request to their direct supervisor to take sabbatical at least four (4) months in advance of the proposed starting date for the leave. The date of such leave shall be mutually agreed upon by the employee and the employee's supervisor, but the employee's request shall not be unreasonably denied. Supervisors must work to ensure that no more than one employee is taking sabbatical leave at one time in their practice/unit except that sabbaticals in a unit may overlap by four (4) weeks. This may require working with employees to stagger the dates of their proposed leaves.
- C. While sabbatical leave cannot be banked, employees can take a prorated amount at seven (7) or ten (10) years. At seven (7) years, the prorated amount shall be twelve (12) weeks with seven (7) weeks paid. At ten (10) years, the prorated amount shall be sixteen (16) weeks with ten (10) weeks paid. (Note: The side letter covering employees grandfathered into the previous sabbatical leave program is in Appendix B).
- D. With the exception of the initial sabbatical leave, the clock for an employee's sabbatical leave will start from the date their previous sabbatical leave ended.

- E. There is no cash out of unused sabbatical leave on termination of employment.
- F. Sabbatical pay shall be at the employee's regular rate of pay unless the employee has been promoted and received a pay increase within six (6) months of starting the sabbatical. In that case, the rate of pay shall be the average of the employee's base rate of pay over the preceding three (3) years of employment.

#### **Section 8.7. Jury and Witness Duty**

EBCLC will provide employees time off to serve, as required by law, on a jury or grand jury. EBCLC 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.

#### **Section 8.8. School Activities Leave**

Employees who are parents, guardians, or grandparents having custody of a child in a child care program or school will be granted up to forty (40) hours time off per calendar year:

- To participate in the activities of schools or facilities attended by their children;
- To enroll or visit a school or child care facility;
- To address a child care emergency; or,
- To care for a child whose school has been closed.

Non-Exempt (hourly) employees will be granted seven (7) hours of paid time per quarter under this section. Employees may use accrued vacation for the unpaid portion of time off under this section. Additional information about this policy is set forth in EBCLC's Personnel Manual.

#### **Section 8.9. Leave for Victims of Crime**

Employees may take time off from work if the employee or an immediate family member is a victim of a violent or serious crime. Employees may request paid leave under such circumstances and may use vacation or sick leave for unpaid portions of leave. Additional information about this policy is set forth in EBCLC's Personnel Manual.

#### **Section 8.10. Bar Study Leave**

Employees hired for staff attorney positions prior to passing the California Bar Examination shall be provided twenty (20) days of paid bar study leave. Employees may take an additional twenty (20) days of unpaid leave and must use any accrued vacation leave for this purpose. If vacation leave has been exhausted, the remainder of the leave may be taken as unpaid leave. The employee will continue to receive benefits during their leave.

Employees shall be required to take the bar examination during the first available examination session after their date of hire. Up to twenty-five (25) days of bar study leave shall be used consecutively and encompass the dates of the examination. An employee will only be entitled to paid bar study leave once during the course of their employment at EBCLC but if needed the employee may take two (2) additional unpaid, four (4)-week leaves. EBCLC will not backfill for the employee during their bar study leave.

#### **Section 8.11. Other Leave**

EBCLC provides employees with other types of leave including leave for military service, voting, organ and bone marrow donation and unpaid personal leave, all of which are set forth in EBCLC's Personnel Manual.

### **ARTICLE 9 - PROFESSIONAL DEVELOPMENT AND TRAINING**

#### **Section 9.1. Organizational Commitment to Training, Mentorship and Professional Development**

EBCLC shall commit to providing all employees ongoing 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, in consultation with the Equity and Inclusion Committee and Wellness Committee, shall encourage, consider, and disseminate recommendations from staff for training events, and confer regarding training needs.

#### **Section 9.2. Job Descriptions**

EBCLC will provide each regular bargaining unit member a copy of their job description at the time of hiring. The parties recognize that the duties and responsibilities of positions may evolve and change over time. If substantial changes to job duties or workload are contemplated, EBCLC must notify affected bargaining unit members and the parties shall collaborate to amend the job description.

If a bargaining unit member believes that there have been substantial changes and increased responsibilities in their work duties warranting a review of their classification designation, the bargaining unit member may request Human Resources to conduct such review.

#### **Section 9.3. Professional Development and Mentorship**

Program Leads have the responsibility for guiding and supporting employees in their professional development efforts.

Employees shall receive annual performance evaluations that contain constructive feedback and actionable guidance. As part of the process, a professional development plan will be developed with the purpose of enhancing the employee's professional knowledge, skills, and abilities, within their current job description. The professional development plan shall set forth training, practice, achievement, and similar goals relevant to the employee's work, and shall be completed by the employee's program lead in consultation with the employee.

As part of the annual review process employees' confidential feedback on their program lead or supervisor shall be solicited.

#### **Section 9.4. Access to Training**

EBCLC will encourage, support, and allow employees to attend job-related professional development sessions during work hours, subject to the work, staffing, and financial constraints of EBCLC.

EBCLC shall provide employees \$500 a year to support professional development. These funds cover expenses directly related to employee participation in opportunities that develop skills transferable to the employee's current position, towards a new position within the organization, or towards developing standing and networks in the employee's field. The funds must be pre-approved by the employee's supervisor. Unused funds will not roll over. Employees hired after the beginning of the fiscal year will be eligible for a pro-rated allowance based on their date of hire.

Approval for training and payment/reimbursement of costs shall not be unreasonably withheld.

#### **Section 9.4. Internal Promotions**

##### **A. Paralegals**

An employee's work title will be reviewed by Human Resources and shall become "paralegal" provided the employee meets the requirements of Business and Professions Code section 6450(c).

Program Coordinators or Paralegals who are assigned client work and appear at administrative hearings as a certified or authorized representative shall be eligible for senior status after working at EBCLC for at least three (3) years if they meet the criteria below.

##### **B. Senior Status**

Employees who have worked at EBCLC for at least five (5) years, or who have seven (7) years of total equivalent experience, which may include relevant work experience at EBCLC, shall be granted "Senior" status subject to meeting the following criteria:

- Candidate works independently, with minimal supervision, in carrying out all core job duties;
- Candidate is willing and able to mentor and train other staff;
- Candidate shows initiative in advancing EBCLC's mission and organizational culture;
- Candidate has demonstrated the expertise and willingness take on an increased and/or more complex workload;
- Candidate demonstrates ownership of and accountability for deliverables;
- Candidate is willing to apply themselves to development opportunities;
- For internal candidates only, candidate has satisfactory job performance as evidenced by all of the following:
  - The absence of written warnings during the prior twelve (12) months in the candidate's personnel file; and,
  - References from the candidate's lead and references from others at EBCLC who have worked with the candidate.

During employees' performance evaluations and periodically during check-ins, the lead shall review these internal promotion criteria and provide feedback about whether the employee is on track to meet them or, if not, what steps they can take to meet them.

The lead will make a recommendation about the employee's eligibility for "Senior" status designation to Human Resources. Promotions will be made in a manner that is consistent and equitable. Both relevant professional and lived experience will be considered "equivalent experience."

#### **Section 9.5. Professional Memberships – Payment of Dues and Fees**

EBCLC will pay for membership fees for staff as follows:

- A.** For attorneys: EBCLC will pay for annual State Bar dues, CLEA membership and dues for up to two (2) Sections or other institutions that have a direct bearing upon the work of EBCLC. The cost for such dues shall not exceed \$200 unless the employee has and elects to use professional development funds available to cover the difference.
- B.** For all non-attorney staff: EBCLC, on an annual basis, will pay for dues for membership in up to two professional organizations, not to exceed \$200, that furthers the employee's professional development and the interests of EBCLC.
- C.** Requests for memberships, including the renewals of memberships, must be submitted to the Program lead or supervisor for approval.

- D.** The Deputy Directors may also approve additional organizational memberships that further the work, connections, knowledge, expertise, or presence of EBCLC in particular communities, and will offer the appropriate staff the opportunity to assume those memberships as EBCLC's representative.

## **ARTICLE 10 - NO DISCRIMINATION**

EBCLC 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, criminal history, or any other basis prohibited by law. EBCLC 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.

EBCLC 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.

EBCLC 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 EBCLC, either by its employees or agents, including supervisors, non-supervisors and directors, or by non-employees such as job applicants, volunteers, clients, interns, or employees of vendors or outside contractors. EBCLC'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 Personnel Manual.

## **ARTICLE 11 - EMPLOYEE BENEFITS AND INSURANCE PLANS**

### **Section 11.1. Eligibility and Enrollment**

EBCLC will provide group medical, dental, vision, and life insurance (including accidental death and dismemberment insurance plans) for all eligible employees who are regularly scheduled to work at least twenty (20) hours per week. Plan descriptions are available from Human Resources.



## **Section 11.2. Enrollment for New Employees**

New employees will receive information on the available plans from the Employer within the first three (3) days of employment. It is the responsibility of the employee to return completed application forms within the first two (2) 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.

When determining a start date for a new hire, the Employer will discuss with the employee insurance waiting-period requirements and consider this information in setting the employee's start date.

## **Section 11.3. 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.

## **Section 11.4. Domestic Partner Enrollment**

Employees who have domestic partners, whether same sex or opposite sex, may enroll their partners for health benefits.

## **Section 11.5. Open Enrollment**

### **A. Currently Enrolled Employees and Dependents**

Currently enrolled employees may change health plans during open enrollment. EBCLC currently provides employee benefits on a calendar year basis, with renewals effective as of January 1. Employer retains the right to change the 12-month period of benefits coverage if this will result in savings for the organization while maintaining the same level of benefits for employees. EBCLC will provide notice to employees as soon as it becomes aware of such change.

### **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. EBCLC 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. Employees will be notified about this limitation while onboarding.

#### **Section 11.6. Medical Insurance**

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

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

#### **Section 11.7. Dental Insurance**

Dental coverage shall be provided at EBCLC's expense for all eligible employees, their partners, and dependents. EBCLC will continue to maintain the same or similar level of dental coverage for the duration of this Agreement at EBCLC's expense for all eligible employees, their partners, and dependents.

#### **Section 11.8. Vision Insurance**

EBCLC will continue to maintain the same or similar level of vision coverage for the duration of this Agreement at EBCLC's expense for all eligible employees, their partners and dependents.

#### **Section 11.9. Life Insurance**

EBCLC will continue to maintain the same or similar level of Term life insurance outlined in the Personnel Manual for the duration of this agreement.

#### **Section 11.10. 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.

### **ARTICLE 12 - EMPLOYEE BENEFITS: RETIREMENT PLAN AND OTHER BENEFITS**

#### **Section 12.1. Retirement Plan**

EBCLC will maintain two retirement options, a SEP-IRA funded by EBCLC contributions and a 403(b) Plan funded by employee contributions.

Each year EBCLC will meet with the Labor-Management Committee in mid-May to discuss whether the employer has sufficient funds to make a SEP-IRA contribution and, if any, what

amount. Various factors will be considered, including whether the Employer has a surplus that does not have to be used to cover a deficit in the next fiscal year, whether the surplus is in excess of the current fiscal year's projected budget that would cover the contribution, and whether a substantial amount of revenue has been committed for the next fiscal year.

Employees may participate in the 403(b) Plan enrolling to make pre-tax contributions through a salary reduction agreement. More information and forms are available from EBCLC's HR.

#### **Section 12.2. Dependent Care Flexible Spending Account (Dependent Care FSA)**

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

#### **Section 12.3. Health Flexible Spending Account (Health FSA)**

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

#### **Section 12.4. Transportation-Commuter Benefits/Qualified Transportation Benefits Program**

EBCLC shall provide pre-tax transportation benefits to employees. Employees of EBCLC 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 EBCLC; or (b) parking on or near a location from which employees commute to work via mass transit, a vanpool or carpool. Certain transit passes, as EBCLC makes them available, may also be purchased through this Program.

#### **Section 12.5. Reimbursement of Travel Expenses**

EBCLC shall pay for all reasonable business travel expenses of employees when such travel is required to perform EBCLC business pursuant to EBCLC's travel expense policy. Work-related use of a personal car shall be reimbursed at the prevailing Internal Revenue Service rate per mile, plus parking and toll charges. Use of public transportation to a work-related event will be reimbursed at actual cost.

Employees required to work in the office past 9:00 p.m. will be reimbursed for the cost of a taxi or other car service for their trip home.

## **Section 12.6. Reimbursement of Work-Related Expenses**

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

## **ARTICLE 13 - MANAGEMENT RIGHTS AND NO-STRIKE CLAUSE**

### **Section 13.1. Management Rights**

With the exception of the terms that are expressly provided in this agreement, EBCLC will continue to have all of the rights as an employer as it previously held, including without limitation, the sole right to conduct its business, direct and control its operations, and to manage its affairs as it deems appropriate; by way of example only, to determine the mission and programs of the organization, to manage the budget, finances and allocation of resources of the organization, to hire, transfer or layoff as well as promote, demote, discipline and discharge for just cause, to increase or decrease the size of its workforce, to rearrange departments and operations, to decide and make job assignments, to decide and make decisions regarding the functions of a job, and to make changes in its operations or methods as it determines necessary for efficiency and effectiveness. This statement of specific rights will not be construed as a waiver of any other rights that have been previously held by EBCLC.

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 13.2. No-Strike or Lockout**

During the term of this agreement or any extension thereof, neither the Union nor its agents or representatives will cause, engage in, or authorize its members to engage in any strike, sympathy strike, work stoppage, picketing, boycott, sick-out, slowdown or other concerted activity to interrupt work against EBCLC.

During the term of this agreement or any extension thereof, EBCLC will not effect a lock-out of represented employees.

## **ARTICLE 14 - SAVINGS CLAUSE**

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

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

#### **ARTICLE 15 - DURATION**

This Agreement shall be effective July 1, 2021 through July 1, 2023. Either party may give formal notice of its desire to commence negotiations for a successor agreement, unless otherwise mutually agreed. Bargaining for a new agreement will begin on a date that is mutually agreed by parties, but is not later than March 1, 2023.

#### **ARTICLE 16 - RATIFICATION**

This tentative agreement is effective upon ratification from the membership and approval by the ESC Executive Board and the EBCLC Executive Board.

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Engineers & Scientists of Northern California,  
IFPTE Local 20 (AFL CIO CLC):

John R. Mader

John Mader, President  
Director

Date: Aug 18, 2021

Sabyl Landrum

Sabyl Landrum, Staff Attorney/Clinical Supervisor

Date: Aug 17, 2021

Fernando Echeverria

Fernando Echeverria, Project Manager

Date: Aug 17, 2021

Donzahnaya Pitre

Donzahnaya Pitre, Program Coordinator

Date: Aug 17, 2021

Jassmin Antolin Poyaoan

Jassmin Antolin Poyaoan, Director

Date: Aug 17, 2021

Jelitza Joanna Herrera

Jelitza Herrera, Clinical Program Coordinator

Date: Aug 17, 2021

Linda Shipley

Linda Shipley, Labor Representative

Date: Aug 18, 2021

East Bay Community Law Center:

Zoë Polk

Zoë Melissa Polk, Executive

Date: Aug 17, 2021

Jay Kim

Jay Kim, Co-Deputy Director

Date: Aug 17, 2021

Rosa Bay

Rosa Bay, Co-Deputy Director

Date: Aug 18, 2021

## APPENDIX A - COVERED POSITIONS

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

Paralegal

Office Manager

Finance Manager

Staff Attorney/Clinical Supervisor

Staff Attorney

Program Coordinator

Project Manager

Program Director

Social Worker

Data and Evaluations Manager

Clinical Program Coordinator

Intake/Program Coordinator

Administrative Assistant

Administrative Assistant/Receptionist

Program Deputy Director

Contracts Officer

Development and Communications Officer

Development and Communications Assistant

Fellow

Institutional Giving Manager

## **APPENDIX B - SIDE LETTER REGARDING SABBATICAL LEAVE**

Employees who have at least eight years of employment at EBCLC within three (3) months of the date this agreement is signed may elect to take sabbatical leave under either the policy outlined in Article 8 of this agreement OR under the policy outlined in EBCLC's Personnel Manual.

This election must be made and communicated in writing to the employee's direct supervisor and to Human Resources no later than September 1, 2021.

Employees who elect to take sabbatical leave outlined in this agreement will be entitled to either:

- A. Sabbatical leave for seven (7) years of employment (outlined in Article 8 of this agreement), which should be taken as soon as practicably possible with at least two (2) months' written notice to employee's direct supervisor. Employees who elect this option will have priority over other employees in the same unit who are eligible for sabbatical leave for five (5) years of employment.

OR

- B. Sabbatical leave for ten (10) years of employment, which can be taken once this tenure has been reached and pursuant to the parameters outlined in EBCLC's Personnel Manual.

OR

- C. Sabbatical leave for ten (10) years of employment, which can be taken once this tenure has been reached and pursuant to the parameters outlined in Article 8 of this agreement.



**APPENDIX C - SIDE LETTER ON PAUSE ON WELLNESS AND PD FUNDS FOR  
TERM OF CONTRACT**

In light of the parties' shared prioritization of maximizing salary increases for staff, the Employer and the Union have agreed to suspend payment of staff professional development (referenced in Article 9) and wellness funds (referenced in Article 6) for the duration of the collective bargaining agreement. Supporting staff professional development and wellness remains a priority. The parties will discuss whether these funds can be reinstated during contract renewal negotiations.

## **APPENDIX D - EBCLC SALARY SETTING GUIDELINES**

Purpose: This document is intended to memorialize the guidelines the employer followed in setting salaries for current BU members using the new salary ranges. Future staff coming into the organization will be provided a copy of the salary ranges, as well as a written explanation of how tenure is calculated for salary scale placement with their offer letter. They can follow up with HR or the Union with any questions.

### **Overall Considerations for Setting Salaries**

The salary ranges for individual positions are intended to be the hiring ranges for new hires or internal promotions. Anyone with experience in excess of what is associated with the top of a range (between 5 and 11 years, depending on the position) will be hired at the top of a range.

Years of experience or, in the case of Attorneys and Social Workers, years since graduation, are measured in alignment with each fiscal year since this is currently when step increases occur. Hires made during any fiscal year are assessed in relation to the start of the fiscal year in which they are hired to maintain equity with existing staff (e.g., a staff hired in February 2021 will be assessed based on years of experience or years since graduation as of July 2020, the start of the fiscal year).

Once the hiring salary is set (per guidelines described below), an employee advances to the next step on the salary range at the beginning of each fiscal year. This applies to all employees, even those who are above the salary range for their position.

Existing employees were placed onto the new scale based on their date of hire into their current position and then adjustments were made to account for step increases given to all employees based on tenure.

### **Attorney/Social Worker Salary Setting**

Attorney and Social Worker salaries are set in relation to the number of years between one's JD or social work degree award date and one's hire date, as follows:

- An attorney or social worker who starts employment at EBCLC within one year of their graduation date (May of one year through June of the following year) will be hired on step 0 and will advance to the next step on July 1 of the following year.
- Attorneys or social workers whose graduation dates fall outside the normal May graduation schedule will have their starting salaries aligned with those who graduated the previous May, so long as their graduation occurs no later than December 31<sup>st</sup> of the same year. Attorneys with graduation dates after December 31<sup>st</sup> will be aligned with the salaries of those graduating the following May. Subsequently they will advance through the steps as all other staff at the start of each fiscal year.

### **Non-Attorney Salary Setting**

Non-Attorney salaries are set in relation to the number of years of relevant work experience. Relevant experience is determined by reviewing the job description for the position and the staff's resume. In general, the following guidelines are applied in determining step placement on the salary scale:

- Years of experience are considered in relationship to minimum educational requirements in the job description (such as a 4-year degree or a 2-year degree with 2 years of experience). A candidate who meets a 4-year degree requirement by possessing a 2-year degree and 2 years of work experience will not have that work experience also count towards step placement.
- Part-time experience during full-time school attendance is not included in assessing years of experience. This includes internships or externships that take place during the academic year.
- Full-time work experience that takes place in summers between school attendance is counted in assessing years of experience, if deemed applicable to the position.
- Volunteer experience is not included in assessing years of experience.

#### **Program Director & Deputy Program Director Salary Setting**

Program Director and Deputy Program Director salaries for non-attorney staff are set in relation to the number of years of relevant work experience, which includes subject matter experience and management experience. For attorneys, placement on the Program Director and Deputy Program Director ranges are set in relation to when they earned their JD.

#### **Paralegal Salary Setting**

Paralegal salaries are set in relation to the number of years of relevant work experience, which includes prior paralegal experience and client-facing experience.

East Bay Community Law Center  
Salary Ranges-Proposed Revision per OneJustice Survey  
Updated 6/2/2021

Position	Years of Experience for Starting Salaries					
PROGRAM						
<b>Program Directors</b> 5-10 years	5 93,000	6 95,000	7 97,000	8 99,000	9 101,000	10 103,000
<b>Program Deputy Directors</b> 3-8 years	3 86,000	4 88,000	5 90,000	6 92,000	7 94,000	8 96,000
<b>Attorney</b> 0-11 years	0 68,000	1 70,000	2 72,000	3 74,000	4 76,000	5 78,000
	6 80,000	7 82,000	8 84,000	9 86,000	10 88,000	11 90,000
<b>Social Worker</b> 0-5 years	0 68,000	1 70,000	2 72,000	3 74,000	4 76,000	5 78,000
<b>Program/Project Manager</b> 4-8 years	4 66,000	5 68,000	6 70,000	7 72,000	8 74,000	
<b>Paralegal (Accredited Rep)</b> 1-6 years	1 57,000	2 59,000	3 61,000	4 63,000	5 65,000	6 67,000
<b>Intake or Program Coordinator</b> 0-5 years	0 53,000	1 55,000	2 57,000	3 59,000	4 61,000	5 63,000
	29.12	30.22	31.32	32.42	33.52	34.62
ADMINISTRATION						
<b>Finance Manager</b> 5-10 years	5 71,000	6 73,000	7 75,000	8 77,000	9 79,000	10 81,000
<b>Office Manager</b> 4-8 years	4 64,000	5 66,000	6 68,000	7 70,000	8 72,000	
<b>Administrative Assistant</b> 0-5 years	0 50,000	1 52,000	2 54,000	3 56,000	4 58,000	5 60,000
	27.47	28.57	29.67	30.77	31.87	32.97
DEVELOPMENT						
<b>Data &amp; Evaluation Manager</b> 5-10 years	5 80,000	6 82,000	7 84,000	8 86,000	9 88,000	10 90,000
<b>Institutional Giving Manager</b> 3-5 years	5 77,000					
<b>Development/Contracts Officer</b> 4-8 years	5 77,000	6 79,000	7 81,000	8 83,000	9 85,000	
<b>Development Assistant</b> 0-5 years	0 50,000	1 52,000	2 54,000	3 56,000	4 58,000	5 60,000
	27.47	28.57	29.67	30.77	31.87	32.97