



## **AGREEMENT**

**Between**

**CENTRO LEGAL DE LA RAZA**

**And**

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

**March 15, 2022 through March 15, 2024**

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## **ARTICLE 1 – SCOPE OF AGREEMENT**

### **Section 1.1 Scope**

- A. This contract constitutes the entire agreement of Centro Legal and the Union, except such amendment or amendments agreed to and signed by both parties. Each party waives its right to require the other to negotiate with respect to (a) such matters which are specifically referred to in this agreement, and (b) such matters that were discussed between Centro Legal and the Union during the negotiations that resulted in this agreement.
- B. If there are conflicts between this Agreement and Centro Legal's manuals, policies, and work rules, this Agreement shall govern. Where there are no conflicts, the policies, manuals, and work rules shall govern.

### **Section 1.2 Employer- Initiated Changes**

- A. Centro Legal shall provide advance written notice to the Union of no less than thirty (30) calendar days prior to the desired implementation date of changes to wages, hours, and/or working conditions and an opportunity to bargain over the proposed changes consistent with the National Labor Relations Act. Such changes shall not be implemented by Centro Legal without first providing notice and an opportunity to bargain over such changes.

### **Section 1.3. Employer Notices**

- A. All Employer notices required by this Agreement, including but not limited to notices specified in Section 1.2 of this Article, shall be sent to the designated Union Representative(s) by email with a header that begins with the general subject "Official Notice to Union Re:" followed by the specific subject. This notice shall contain, at minimum, a summary of Centro Legal's proposed action, a copy of documents relevant to the notice (e.g., a new or amended policy), a general description of the groups (e.g., classifications, departments, etc.) to whom the proposed change applies (or if the proposed change applies to specific individuals, a list of those employees), and the Employer's desired implementation date.

## **ARTICLE 2 - UNION RIGHTS**

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

- A. The Employer recognizes the Union as the exclusive collective bargaining representative of employees of Centro Legal in the classifications listed in Appendix A.
- B. Centro Legal agrees to give fifteen (15) days' advance written notice (before hiring) to the Union of any newly created positions within the organization so that the Union may bargain to determine inclusion in the bargaining unit, and wages and working conditions for the new classification. The parties also agree that Centro Legal may post such bargaining unit positions

following notice to the Union to expedite the filling of the position, and may seek a waiver of the 15-day notice period from the Union where appropriate.

- C. If the Employer contemplates promoting an employee to a newly created position, Centro Legal will meet and bargain with the Union over salary.

## **Section 2.2. Union Membership**

- A. All employees subject to this Agreement employed by Centro Legal on the execution date of this Agreement, will be required, as a condition of employment, to join and remain a member of the Union.
- B. All employees subject to this Agreement hired after the execution dates of this Agreement will, as a condition of employment, join and remain a member of the union within thirty (30) days after employment.
- C. The Employer shall provide a Union membership form to all new employees at the same time employees are provided with tax forms and other payroll information. Employees are encouraged to return their completed forms directly to the Union. If employees return their signed membership forms to Centro Legal, the forms will then be sent to the Union by Centro Legal.

## **Section 2.3. Dues Deduction**

- A. Centro will deduct from employees' wages and turn over to the proper officers of the Union the membership dues of such employees who individually and voluntarily certify in writing that they authorize such deductions.
- B. Dues and other applicable deductions from the employees' paychecks shall be remitted to the Union via Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) within twenty (20) business days of the last day of each month.

## **Section 2.4. Legislative Education and Action Program (LEAP)**

- A. During the term of this Agreement, the parties are to allow employees to make LEAP contributions through payroll deduction. Centro agrees to deduct LEAP contributions on a per pay period basis from the paycheck of each unit member who voluntarily executes and delivers to the Employer a valid LEAP deduction authorization form.
- B. ESC and Centro acknowledge that Centro's agreement to implement payroll deductions for employees who voluntarily choose to make contributions to LEAP is in no way an endorsement of LEAP by Centro. Responsibility for communicating information to employees about LEAP resides with ESC, not Centro.

- C. LEAP deductions may be canceled by the employee with thirty (30) days notice to the Union and Employer.

#### **Section 2.5. Union Communications**

- A. Announcements of Union business may be circulated to members of the bargaining unit via Centro Legal electronic mail, phone systems, and Intranet. Any such announcements must be clearly identified as a Union communication.
- 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 Centro management.

#### **Section 2.6. Union Meetings**

- A. The Employer's premises may be used for Union meetings with bargaining unit members and visits by designated Union Representatives. The Union will notify Centro in advance of any such visit and/or meeting. The Union will ensure that such meetings and/or visits will not interfere with or disrupt normal operations or employees' work.
- B. All bargaining unit members shall be entitled to attend Union meetings of up to one (1) hour on paid time at least quarterly.

#### **Section 2.7. Union Representation**

- A. The Union will appoint up to one (1) shop steward for every ten (10) employees in the bargaining unit. The Union will inform the Employer of these appointments.
- B. Shop stewards will be allowed a reasonable amount of time during their work day to investigate grievances, represent members in meetings with management, and ensure that the provisions of this Agreement are uniformly enforced. At the same time, shop stewards will not disrupt or interfere with an employee's work duties during normal work hours, and will ensure that their own work is not negatively impacted by the discharge of their shop steward duties.

#### **Section 2.8. Labor Management Committee**

- A. The Union and Centro Legal agree to pledge their best efforts to achieve the objective of the highest quality legal services. To that end, a Labor Management Committee shall be established and utilized to discuss and make recommendations regarding labor/management and professional practices of mutual concern. The committee may discuss and make recommendations on a variety of departmental issues of mutual concern. The Committee shall



propose all potential resolutions or options (if there is no consensus) to the Executive Director for consideration.

- B. The Labor Management Committee will include up to 3 representatives from the bargaining unit, selected by the Union, and up to 3 representatives from management. Meetings will be scheduled as needed with a minimum of 6 meetings a year. The meetings shall be co-chaired by one member of management and one member of the union. Agendas shall be circulated no less than 3 days in advance of any meeting and minutes shall be taken and circulated no later than 5 days after any meeting.
- C. Employees appointed by the Union to serve on the Labor Management Committee, Negotiating Committee, and other sub-committees created by the Labor Management Committee will receive pay at their normal hourly rate for all meetings scheduled with management at mutually agreeable times.
- D. Upon either party's request, Centro Legal's Executive Director may be asked to attend the meeting to assist in discussions and problem-solving.

#### **Section 2.9. Union Acknowledgment**

- A. Centro Legal shall recognize the bargaining unit's affiliation with the Union by:
  - 1. Displaying a union bug on Centro Legal's website;
  - 2. Posting a statement acknowledging this affiliation in a public area in the workplace; and
  - 3. Permitting employees to identify their union affiliation in their signature on standard Centro letterhead and/or email signatures.

#### **Section 2.10. Centro Legal Board**

- A. Within a reasonable time after each Board of Directors meeting, Centro Legal's Board shall provide minutes to the Executive Director for distribution to staff. The Executive Director shall electronically circulate minutes to Centro Legal's staff.
- B. A Centro Legal Board member will attend at least two (2) Centro "all-hands" staff meeting per year to provide an update from the Board and answer staff questions.

#### **Section 2.11. Financial Statements**

- A. Centro Legal will provide financial information to the Union on at least semi-annual basis. This information will include summary updates reflecting changes from the prior semi-annual period.

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

### **Section 3.1. Posting and Filling Vacant/New Positions**

- A. All bargaining unit positions will first be posted internally for a period of no less than five (5) working days, after which the position will be posted externally and other recruitment methods may be used to identify additional candidates.
- B. The hiring process for positions within this bargaining unit shall be as follows:
  - 1. Initial screening of candidates for minimal qualifications and selection of candidates for interviews will be done by management and at least one member of the Diversity Committee.
  - 2. In scheduling initial interviews with candidates, management will look at the calendars of the assigned members of the Diversity Committee and attempt to schedule interviews when members are available. Management will invite designated member(s) of the Diversity Committee to join candidate interviews, by copying the Diversity Committee on any scheduling emails and, if interviews are scheduled by telephone, immediately notifying the Diversity Committee.
  - 3. Management will debrief with designated Diversity Committee members following job interviews and consider member feedback. If the Diversity Committee or any employee has concerns about any of the candidates still in consideration following the interview process, those member(s) of the hiring team will voice such concerns to the hiring manager. The hiring manager must receive and consider such concerns before making a hiring decision.
  - 4. Management retains the discretion to make all final decisions with respect to hiring. If the Diversity Committee or any employee has concerns about the hiring decision or process for a particular hire, they may request a meeting with the Human Resources Department to discuss their concerns. Upon receipt of such concerns, Human Resources will work with the Committee and/or other employee(s) who raised the concerns to develop a response and/or plan to address the concerns.
  - 5. If the Diversity Committee or any employee objects to a candidate to whom the hiring manager wishes to extend an offer, prior to Centro Legal making any offer, Human Resources will meet together with the manager(s) responsible for hiring and the employee(s) objecting to the hire. Represented employee(s) objecting to the hire shall have a right to have a representative of their choice present at the meeting. Human Resources will work with the employee(s) objecting to the hire to address these concerns. In Instances where such a meeting with Human Resources is requested, no offer of employment shall be made prior to this meeting.
  - 6. Management will inform the Diversity Committee once an offer has been made and rejected or accepted.

7. Management will not implement any background or credit score checks during the hiring process without prior notice to the Union, except as required by law or by the terms of any applicable contract between Centro and its funder(s).

### **Section 3.2. Seniority**

- A. Seniority shall be counted from the first day of employment, including time as a fellow or temporary employee if subsequently hired for permanent employment, and will accrue based on the number of years of employment with Centro Legal. Seniority will be taken into consideration as a factor in promotions. Seniority will be applied for reductions in staff as discussed below.
- B. Breaks in Service:
  1. Layoffs: Regular employees who are laid off and subsequently reinstated shall not lose seniority.
  2. Voluntary Resignations: Regular employees who voluntarily resign and are rehired will be reinstated without loss of seniority, and the employee's prior seniority will be credited less their period of time away.
  3. Leaves of Absence: An employee on leave of absence shall continue to accrue seniority.

### **Section 3.3. New Employee Orientation**

- A. New employees shall receive training from an employee with substantial knowledge of the professional role the new employee is expected to perform. Such training shall be on the subject matter they are expected to know in their role at Centro Legal.
- B. When a new employee is hired, they will be entitled to have a one (1) hour Union orientation meeting with a designated Union representative on paid time during the workday.
- C. When a new employee is hired, they will be informed of the role of the Diversity Committee and their opportunity to join it after completion of their introductory period.

### **Section 3.4. Job Descriptions**

- A. Centro Legal will work with employees to develop realistic and detailed job descriptions for each position. The function of job descriptions is to help in determining the primary duties and responsibilities in each job and in determining whether an employee is properly classified. They are not intended to precisely define the exact duties to be performed.
- B. In the event Centro Legal wishes to make substantial changes to an existing job description, Centro Legal will provide notice of the changes to the Union and to any impacted employees. The Union may request to meet to discuss the proposed changes within ten (10) working days

of receipt of such notice. Pending the Union's request to discuss, Centro Legal may not move forward with implementing the proposed changes.

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

- A. An employee's first six months at Centro Legal will be regarded as an introductory period. This provision will also apply to former employees who have applied for new positions with Centro Legal, with the exception of employees who were laid off and subsequently recalled. Fellows who have been hired as staff attorneys upon completion of their fellowship will not be required to serve a new introductory period.
- B. If an employee is on leave during the introductory period, time spent on leave (counted in increments of at least one full day) will not count towards fulfilling the introductory period, and the introductory period will be extended by the period of the leave. During this introductory period, the employment relationship is terminable at will. "At will" means that Centro Legal may terminate the employee for any lawful reason, with or without cause. Employees serving an introductory period shall be covered by all provisions of this Agreement other than the grievance procedure for discipline/discharge matters or the progressive discipline process.
- 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.

### **Section 3.6. Exit Interviews**

- A. Exit interviews provide valuable feedback and suggestions for organizational improvement. Upon layoff, voluntary resignation, or separation from Centro Legal for reasons other than termination, an employee must be offered an exit interview with the Executive Director or the Human Resources Director (or equivalent). The departing employee may opt to have a representative of their choosing and/or a member of the Diversity Committee accompany them to the interview. The Interview will take place before separation unless the parties mutually agree to schedule it after separation. An employee shall not be compelled to participate in an interview with any specific person or compelled to participate in the interview process at all.
- B. Except where disclosure or investigation is required by law, the departing employee shall be provided the opportunity to determine whether some or all of the information disclosed in the interview shall be kept confidential or may instead be disclosed to the Diversity Committee and/or the Labor Management Committee. Centro Legal will maintain detailed written records of the interviews and will work with the Diversity Committee to actively work to address departing employees' concerns.

## **ARTICLE 4 - BARGAINING UNIT WORK, CONTRACTING, AND TEMPORARY EMPLOYEES**

### **Section 4.1. Bargaining Unit Work**

- A. The parties agree and the Union acknowledges that the duties of management may often overlap with bargaining unit members' duties. For example, although the Program Director is a non-bargaining unit position, the position involves the practice of law, hands-on case work, working on grants, engaging in litigation, all other activities related to program work, and assisting others in the organization as appropriate for the efficient operation of the organization and maximum use of the organization's resources.
- B. 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 4.2. Limitations on Contracting Out**

- A. Centro Legal shall make diligent efforts to hire regular status employees rather than engaging contractors on a full-time basis. The engaging of contractors on a full-time basis shall be used sparingly and only when the service to be contracted is not generally performed by bargaining unit members or when necessary to address temporary, emergent, or immediate needs for which employment of bargaining unit staff members is not practicable.
  - 1. When an employee is on a leave of absence and their job duties cannot reasonably be distributed among existing staff, Centro Legal shall first evaluate the feasibility of hiring a temporary employee. If Centro determines that hiring a temporary employee is infeasible, Centro Legal may retain the services of a contractor. If the employee returns from leave prior to the date previously planned, the employee must give at least two weeks' notice of their early return, and the contractor's services will be terminated upon the employee's return.
- B. In the event that Centro Legal contracts out for a temporary need, Centro Legal shall notify the Union of the specific purpose and duration of the contracting, as well as the name of the contractor, their scope of work, and their rate of compensation within thirty (30) days of retaining the contractor's services.

### **Section 4.3. Temporary Employees - General Provisions**

- A. For the purposes of this Agreement, a temporary employee is an individual hired to work full- or part-time, on a short-term or project basis, in an existing covered position or in what would be considered a new covered position under Section 2.1. of this Agreement. Temporary employees are excluded from the bargaining unit.

- B. Temporary Employees may be hired on either a full- or part-time basis, for staff special projects of limited duration; to temporarily fill the position of a recently departed employee; to temporarily fill a new position until a regular employee is hired; to provide temporary assistance based on certain needs (such as a specific case, grant or trial); to provide temporary coverage for regular employees who are on pre-approved leave; and to include summer law clerks, law students, law clerk interns, and Fellows with fellowships lasting less than 6 months.
1. Exclusions: Centro Legal agrees that for fellowship opportunities lasting at least six (6) months, the Fellow will be covered by this Agreement. Fellows will accrue sick and vacation leave at the rate of permanent Centro Legal employees, and if hired into permanent positions, such leave will be preserved. At the conclusion of their fellowship term, fellows not hired into permanent positions shall be terminable at will. Fellows hired into permanent positions shall not be covered by the Introductory Period language in Section 3.5. of this Agreement. Fellows shall not earn or accrue seniority under this Agreement, unless they subsequently are hired as regular employees, in which case their seniority shall accrue from the first day of their fellowship. To the extent that the terms of a fellowship conflict with this Agreement, the terms of the fellowship shall govern and shall supersede this Agreement.

#### **Section 4.4. Use of Temporary Employees**

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

- C. Temporary employees may apply to any position posted by Centro. If they meet the minimum qualifications, they shall be offered an interview.

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

- A. Centro Legal will not use temporary employees or other special types of employees to replace or reduce the current level of staffing and hours for regular part-time and full-time employees, or to postpone or avoid posting new regular positions. Centro Legal will not use volunteers to replace or reduce the current level of staffing and hours for regular part-time and full-time employees. Notwithstanding the foregoing, in the event of a reduction in force based on financial reasons, Centro Legal will not be prohibited from utilizing volunteers to support its existing caseload. Volunteer assignments initiated during this time will conclude once casework is completed. These volunteers will not take on new cases. The Labor Management Committee periodically may review the use of temporary employees/volunteers/etc. to provide input on their effect on workload and staffing requirements.

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

#### **Section 5.1. Grievance Procedure - General Provisions**

- A. Purpose: 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.
- B. 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.
- C. Terms of Grievance: Grievances against Centro Legal may be initiated by an individual employee, a group of employees, and/or the Union.
- D. Adherence to Time Limits:
1. The Employer and the Union agree that grievances should be raised and settled promptly.
  2. Centro Legal will notify employees who are the subject of disciplinary actions other than verbal counseling that they may request Union representation so that the Union may review the process and respond within the set time limits.
  3. Failure of the grievance to proceed within any time limit delineated in this article will constitute a waiver of the claim.
  4. The time limits in this Article may be extended by mutual written agreement.

- E. Time Off for Grievance Meetings: The employee and their designated shop steward will be granted reasonable time off with pay for participation in grievance meetings with management representatives.

## **Section 5.2. Informal Grievance**

- A. The parties acknowledge that, ideally, grievances should be settled at the lowest possible level. Consistent with this principle, employees are strongly encouraged to initially raise complaints with their supervisor or Centro Legal's Human Resources Director through an informal conflict resolution process.
- B. An employee or the Union shall raise any such complaint within twenty (20) working days after either the employee or the Union knew or should have known of the occurrence of the events giving rise to the alleged informal grievance. The appropriate Management and Union representatives will make themselves available to participate in the informal conflict resolution process.

## **Section 5.3. Formal Grievance Procedure and Arbitration**

- A. Timeliness: A formal grievance must be submitted by the later of:
1. Twenty (20) working days after either the employee or the Union knew or should have known of the occurrence of the events giving rise to the grievance, or
  2. Twenty (20) working days of completion of the informal process (which shall be commenced consistent with the timeframes set forth above).
- B. Step 1- Filing of Grievance: The Union will submit a written grievance to the head of Centro Legal's Human Resources Department, or a designated alternate, and include a description of the complaint, identifying the step in the process, the people involved, the specific sections of this agreement that were violated, an explanation as to how and/or why the Union believes such sections were violated (as needed), and the remedy that is being sought.
- C. Step 2 – Investigation by Human Resources Director or Designee:
1. Investigation: Following receipt of the grievance, the head of the Human Resources Department or their designee will have twenty (20) working days to investigate the grievance and attempt to settle the dispute. Such investigation may include a review meeting with the individuals directly involved.
  2. Resolution: If the head of the Human Resources Department or designee is unable to settle the dispute, the head of the Human Resources Department or their



designee will provide a written determination of the grievance to the employee and to the Union within twenty (20) working days after receiving the Step 1 notice.

- C. Step 3 – Mediation: If the Union does not accept the determination of the head of the Human Resources Department or their designee, the Union has twenty (20) working days from the receipt of the determination to request that the parties participate in mediation as set forth below.
1. The parties will jointly select between either the assigned federal mediator or by alternately striking from a slate of seven (7) mediators provided by the Federal Mediation and Conciliation Service (“FMCS”).
  2. A grievance mediation meeting shall be scheduled within thirty (30) working days of the request for mediation subject to the schedule of the mediator.
  3. Neither Centro Legal nor the Union will be bound by any recommendation of the mediator.
- D. Step 4 - Arbitration: If mediation in Step 3 fails to resolve the grievance, then within twenty (20) working days of the date on which the mediation concludes, the Union may refer the grievance to arbitration. The Union will notify Centro Legal in writing of its intention to arbitrate the dispute.
1. Selection of an Arbitrator: The Arbitrator will be selected by the Union and Centro Legal. If the Union and Centro Legal cannot agree upon an arbitrator, either side may request that the FMCS supply a list of seven (7) names of arbitrators who, if possible, are members of the National Academy from the metropolitan area. Within ten (10) working days of the receipt of this list, the arbitrator will be selected from this list by the alternative striking of names (the first strike being determined by a flip of a coin), and the last name remaining will be the Arbitrator.
  2. Arbitration Hearing:
    - a. Arbitration will be scheduled as soon as possible, considering schedules of the representatives of Centro Legal and the Union. In discharge cases, both parties shall make every effort to ensure that the arbitration hearing be completed within one year of the date of discharge.
    - b. The hearing will be closed unless the Arbitrator rules otherwise. Arbitration hearings under this agreement will be conducted in accordance with the Rules of the American Arbitration Association. The Arbitrator will preside at an arbitration hearing at which the parties will have the opportunity to present evidence and argument in support of their positions, and to confront and cross-examine each other's witnesses. The parties may be represented by counsel of their own choosing at the arbitration hearing, provided each party notifies the

other of the contact information for their counsel at least ten (10) working days prior to the hearing, and provided further that each party will be responsible for their own attorney's fees. Each party will be allowed to subpoena witnesses, to present sworn testimony and documentary evidence, and to cross-examine opposing witnesses. They may also present oral arguments to the Arbitrator in support of their position, or, if either party wishes, they may submit briefs to the arbitrator summarizing the evidence and containing argument, provided that such written material also be presented to the opposing party.

3. Resolution:

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

4. Expenses:

- a. The expenses of arbitration will be divided equally between Centro Legal and the Union. The expenses will include transcription costs and payment to the Arbitrator. Transcription may be waived by mutual agreement of Centro Legal and the Union. The Centro Legal and the Union each will bear its own expenses of representatives and witnesses, and each will bear its own attorneys' fees, if any.

**Section 5.4. Just Cause Discipline and Representation**

- A. No regular employee shall be disciplined or discharged except for just cause. The employee has the right to have a union representative present at any meeting held pursuant to this Article provided that obtaining the presence of that representative does not delay the meeting or discipline more than 48 hours. If the employee has requested a union representative, any warnings or notices pursuant to this Article shall be provided to both the employee and the union not less than 48 hours in advance of the meeting.
- B. Prior to engaging in progressive discipline, the employer shall conduct a thorough investigation of the alleged facts and circumstances pertaining to the employee's conduct,

which shall include a face- to- face meeting with the employee. Prior to such a meeting, Centro Legal shall inform the employee of the right to union representation at all steps in the process.

- C. During the investigation, the employee may be placed on paid administrative leave. Administrative leave is non-disciplinary and may be implemented immediately. At the conclusion of the investigation, a written description of the alleged conduct and/or inadequate or unsatisfactory job performance and expected corrective behavior, if any, shall be provided to the employee.

### **Section 5.5. Discipline and Discharge Process**

- A. Informal Counseling: Prior to initiating progressive discipline, an employee's supervisor shall provide non-disciplinary verbal counseling to an employee in an effort to help the employee correct their conduct, acts or omissions, or the quality of their work. Such counseling shall include substantive recommendations of improvement and the supervisor shall make it clear to the employee that they are receiving counseling in accordance with this Section.
- B. Progressive Discipline: If Centro Legal believes that the employee's conduct, acts or omissions, or the quality of an employee's job performance is inadequate or unsatisfactory, such that it rises to the level of just cause, but does not constitute gross or willful misconduct, and the employee's supervisor has attempted to correct the employee's deficiencies using counseling, Centro Legal shall engage in reasonable progressive discipline prior to discharge. Such progressive discipline shall consist of:
1. Step 1: A written warning, including corrective action to be taken and copies of any documentary evidence supporting the allegations. Where such documentary evidence is voluminous, the warning will inform the employee of the right to inspect and to copy such evidence;
  2. Step 2: A second written warning, If corrective action is not taken by the employee or there is a repetition of previous behavior. The second written warning may include a suspension without pay for up to five (5) working days. Before returning to work, a suspended employee and their managing attorney or supervisor must adopt a corrective action plan addressing the conduct, acts, or omissions which led to the suspension;
  3. Step 3: May discharge with the reason specified in writing.
- C. Gross and/or Willful Misconduct: When an employee commits an act or omission constituting gross and/or willful misconduct, Centro may skip steps in the disciplinary process reflecting the severity of the offense. Centro Legal reserves the right to discharge the employee for that behavior without prior disciplinary action.
- D. Unapproved Absence: Absent good cause, an employee who does not return from a leave of absence on the specified date and has not received the written approval of the Executive Director for extended leave shall be deemed to have resigned effective three (3) business days after the employee's scheduled return. An employee who, absent good cause, takes an

unapproved leave shall be deemed to have resigned effective three (3) business days after the start of that unapproved leave.

#### **Section 5.6. Layoff Procedure and Conditions**

- A. In the event that budgetary factors or staff reorganization(s) require reductions of a staff position(s), the following procedure shall be followed: Centro Legal shall promptly notify the Union in writing as soon as it believes layoffs may be necessary.
- B. At the Union's request, within ten (10) working days of such notice, Centro shall meet with the Union to explore alternatives before any layoffs are implemented. Such alternatives may include, but are not limited to, a right to transfer to open or soon-to-be open positions and to receive training for this purpose. Union representatives involved in these discussions agree not to disclose, either directly or indirectly, to bargaining unit employees and/or to any third parties any confidential information received from Centro Legal regarding potential layoffs or unannounced plans for layoffs. Centro agrees that it will make an effort to retain represented staff whenever practicable.
- C. If layoffs of represented staff become necessary due to staff reductions, represented employees shall be laid off according to level of reverse seniority within each job classification and program.
  - 1. 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.
  - 2. Following a reduction in staff, before filling job vacancies, Centro Legal shall first offer such positions to a formerly laid-off employee if the employee was laid off from that program within the year prior to the opening of the vacancy. Such employees shall be recalled by order of seniority.
  - 3. Employees who have been laid off due to a reduction in staff shall be entitled to a severance payment as follows:
    - 6 months < 2 years - 2 weeks of salary
    - 2 years < 3 years - 3 weeks of salary
    - 3 years < 4 years - 4 weeks of salary
    - 4 years < 5 years - 5 weeks of salary
    - 5 years < 6 years - 6 weeks of salary
    - 6 years or more - 7 weeks of salary
- D. These provisions do not apply to temporary employees or employees during their introductory period. These provisions do not apply to employees expressly hired for up to six (6) months.

## **ARTICLE 6 - HEALTH, SAFETY, AND WELLBEING**

### **Section 6.1. Workplace Health and Safety**

- A. Centro Legal will work with employees to provide a safe and healthful work environment. No employee shall be required to work under conditions which the employee has a reasonable, good-faith belief are injurious to 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. No employee will be subject to retaliation for reporting safety concerns to management.
- B. Centro Legal will comply with all applicable laws and regulations concerning the workplace, including but not limited to OSHA and Cal/OSHA rules.
- C. At least annually, Centro Legal shall provide to the Union copies of any injury and illness logs Centro Legal is or has been required to maintain under applicable laws or orders for injuries or illnesses occurring in the preceding twelve (12) months. Whenever Centro Legal reports a workplace incident that results in a serious injury or illness, or death, to the Division of Occupational Safety and Health (Cal/OSHA), Centro Legal shall notify the Union in writing of the circumstances surrounding the injury or illness within twenty- four (24) hours.

### **Section 6.2. Ergonomic Training, Evaluation, and Equipment**

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

- A. 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.
- B. Centro Legal will maintain a current emergency evacuation plan and will conduct regular practice evacuations.
- C. Centro Legal will pay reasonable costs for basic first-aid and CPR certification for employees who choose to take such trainings. These trainings may be offered internally.

For external trainings, employees must receive pre-approval from their supervisor before requesting reimbursement for trainings under this section.

#### **Section 6.4. Safety Plans, Preparedness, and Training**

- A. Centro Legal shall maintain written plans for the purposes of preventing and addressing workplace health and safety hazards, including but not limited to:
  - 1. Workplace violence, including but not limited to violence directed at Centro Legal employees from external sources, as well as violence between employees;
  - 2. Environmental and geological hazards including but not limited to earthquakes, tsunamis, fires (including smoke), and extreme weather;
  - 3. Infectious diseases, including but not limited to COVID-19.
- B. Centro Legal will ensure that all employees receive annual training addressing each of the plans listed above in this Section. This training may be combined with the annual sexual harassment prevention training or held separately. Such training shall include information about how to benefit from and comply with Centro Legal's safety and health plans.
- C. Workplace violence prevention planning shall include working with employees to develop de-escalation and safety protocols to be included in annual employee training. Employees should 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, Centro Legal will respond and work with the employee(s) to create a safety plan within twenty-four (24) hours and disseminate the plan to all employees to which the plan applies. Centro Legal, when possible, should respect the privacy and confidentiality of the employee that reports any such behavior.

#### **Section 6.5. Wellness**

- A. Centro is committed to providing ongoing organizational training to all staff and management on wellness, including but not limited to vicarious trauma and burn-out, and will update Centro's organizational policy to reflect this commitment.
- B. Supervisors shall initiate conversations about wellness with employees in regular check-ins.
- C. Employees shall receive one (1) paid wellness days per month. Wellness days are intended to be used monthly, but an employee may roll over one (1) unused wellness

day to the following month due to workload or other circumstances that prevent an employee from taking wellness days. Employees will not be required to share their reason for taking a wellness day. Wellness days may be scheduled as full days or partial days, depending on the needs of the employee. Use of wellness days in accordance with this Section shall not be unreasonably denied. Wellness days do not have any cash value and will not be paid out upon separation from employment with Centro Legal.

## **Section 6.6. Breastfeeding Policy**

- A. Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive:
1. 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 additional paid time as reasonably necessary to optimize successful breastfeeding for the breastfeeding parent and baby.
  2. Private Place to Express Milk: Centro Legal will make a private room (not a restroom) available for employees to express breast milk. The private room will have a comfortable chair, electrical outlet, small refrigerator, and locking door. Expressed milk can be stored in either the private room or the kitchen refrigerator. If at any time an employee is using the room for a purpose other than expressing milk, the space must be relinquished to an employee needing it for lactation.

## **Section 6.7. Childcare Policy**

- A. New parents, foster parents, or guardians with infant children ("parents") may bring their infant to work with them until the child is six (6) months old or begins to crawl, whichever comes earlier. This provision is an option to cover gaps in existing childcare.
- B. 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.
- C. In the event an employee has an unforeseen loss of childcare, employees may also request to work from home and/or take paid leave. Supervisors are encouraged to be flexible with employees and make reasonable efforts to accommodate these requests.

## **ARTICLE 7 - WORKING CONDITIONS**

### **Section 7.1. Hours of Work**

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

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

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

Change in Regular Hours: The employer must give twenty (20) working days' notice to the employee and the union before an employee can be required to change their regular work schedule, except when the employee is required to work overtime.

- A. Definition and Disclosure of Overtime: Except when an alternative work schedule has been authorized by Centro Legal, the term "overtime" will mean more than eight (8) hours worked in a day, or more than forty (40) hours worked in a work week, exclusive of meal breaks, by employees classified as non-exempt under the federal and state overtime regulations. Centro Legal will disclose known instances of seasonal or repetitive overtime requirements of non-exempt positions to employees during the hiring process, in advance of their accepting a position. To the extent possible, specific seasons, events, or activities that trigger overtime will be indicated, as well as probable ranges of overtime hours that may be necessary. This information will be contained in the job announcement and job description. Short-term emergency needs for overtime are not subject to disclosure requirements.
- B. Relief from Overtime: Any employee can submit a written request for relief from required overtime without incurring negative repercussions. Requests will fall into two (2) categories:
1. Category 1: Request for relief from overtime that was disclosed to the employee at the time of accepting the job. Each Category 1 request will be reviewed by the employee's manager. If the decision to relieve the overtime is denied, a written reason(s) will be provided.
  2. Category 2: Request for relief from overtime that was not disclosed to the employee at the time of accepting the job, or at the time the job was changed, or that is significantly in excess of what was disclosed to the employee at the time of accepting the job that is



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

- C. Limits on Work Time: Absent exceptional circumstances, non-exempt employees will not be required to work more than 12 hours in any given day or forty-eight (48) hours in any workweek.
- D. Overtime: Overtime for non-exempt employees will be compensated in the following manner:
  - 1. Hourly-rate at time-plus-one-half will be paid for all hours worked in excess of eight (8) hours in a day (regular alternative schedules are exceptions), or in excess of forty (40) hours in a workweek.
  - 2. Hourly-rate at double time will be paid for all hours worked in excess of twelve (12) hours in a day, or sixty (60) hours in a workweek. If double time is not already being earned, it will also be paid if the employee works for seven (7) consecutive days in a workweek, after eight (8) hours on the 7th day.
- E. Notice of Overtime: The employer will give non-exempt employees at least 48 hours' notice of overtime that is not a part of the regular, disclosed overtime that is required for the position, except that advance notice is not required if the need for overtime arises as the result of urgent circumstances.

### **Section 7.3. Exempt Employee Work Time**

- A. Exempt Employee Compensatory Time: Employees who work in excess of forty (40) hours in a work week will be granted hour-per-hour compensatory time off.
- B. Employees may accumulate up to ten (10) days of compensatory time and such time will not be subject to expiration. It is recommended that all compensatory time-off be taken within two months of the date the additional time was worked. Exempt employees will not be paid in lieu of taking compensatory time off. Compensatory time not taken at the time of separation from Centro Legal will not be compensated unless payout is required by law.
- C. Exempt employees will enter all hours worked into the timekeeping system.

### **Section 7.4. Remote Work**

- A. Remote work arrangements in place at the time this Agreement is ratified shall remain

in place for the duration of the Agreement. Such conditions will not be modified for the term of the Agreement, except under the following circumstances:

1. An attorney is required to appear in court because the court has not offered alternative methods of appearance. In such circumstances, Centro Legal shall provide the Union and the employee as much notice as possible.
  2. An attorney is required to appear in other administrative proceedings because the agency holding the proceeding has not offered alternative methods of appearance, the attorney will be required to make the necessary appearance. In such circumstances, Centro Legal shall provide the Union and the employee as much notice as possible.
  3. In addition, Centro Legal may require an employee to appear in person where there is an urgent operational or client need, including in-person meetings with clients and clinics that cannot reasonably be met through remote assistance. Under such circumstances, Centro Legal shall make an effort to assign such work to employees who are willing to work in-person before requiring it of employees who opt out. In such circumstances, Centro Legal shall provide the Union and the employee as much notice as possible.
- B. Centro will limit, to the extent possible, changes to employees' remote work arrangements when operational or client need requires an exception as set forth in paragraph A above. For example: If an attorney is required to appear in court, absent any other operational or client need, they will be able to continue performing the remainder of their work remotely.
- C. Employees will generally not be permitted to work remotely from out of state for an extended period of time. There may be limited circumstances where an employee may receive approval to work remotely from out-of-state for an extended period of time; however, such extended out-of-state remote work requires approval by the employee's direct supervisor, Human Resources and the Executive Director or designee. Any employee currently working remotely from outside of California for an extended period of time must inform HR and return to performing remote work from within the State of California by no later than March 15, 2023, unless required to return earlier for a purpose specified in Paragraph A.1-3 of this Section.
- D. Prior to expiration of this Agreement, Centro Legal and the Union will meet to negotiate a comprehensive policy on remote work. The comprehensive policy to be negotiated will include, but will not be limited to, a provision allowing employees to request full or partial remote work arrangements, subject to the approval of their direct supervisor. Approval of remote work requests will not be unreasonably withheld, denied, or revoked. Decisions on remote work requests will take into consideration the needs of the requesting employee, Centro Legal's clients and its operations.
- E. This provision (Section 7.4) will sunset on March 15th, 2024, except for Paragraph D (which will be incorporated in the new policy. Section 7.5. Alternative Work Schedules A. Centro Legal is committed to helping employees face the demands of juggling work, family, and life by facilitating an environment that supports a work-life balance.

## **Section 7.5. Alternative Work Schedules**

- A. Centro Legal is committed to helping employees face the demands of juggling work, family, and life by facilitating an environment that supports a work-life balance. Decisions related to requests for alternative work schedules will take into consideration the needs of the requesting employee, Centro's operational needs, and client needs. A request for an alternative work schedule will not be unreasonably denied. An existing alternative work schedule shall not be unreasonably revoked or modified. Consistent with law and the applicable IWCO, no alternative work schedule will be approved that generates overtime. The employee and supervisor shall collaborate to construct a schedule that meets the needs of the employee and the employee's team.
- B. Each employee wishing to work an alternative work schedule must work with their supervisor to request and determine the best work schedule. If the employee and supervisor agree that the employee will work an alternative schedule, once they have identified a suitable alternative work schedule, the lead or supervisor will forward the schedule to HR for recordkeeping.
- C. Following are examples of alternative schedule options. These examples are for reference only and not intended to limit the options available to employees:
  - 1. Alternate Workweek: fixed hours per day, but days are other than Monday Friday. Examples: Wednesday-Sunday, or Monday-Saturday with Wednesdays off;
  - 2. Compressed Workweek: work full-time hours in fewer than five (5) days. Example: work ten (10) hours Monday-Thursday. Note: non-exempt staff have a regular work day of eight (8) hours unless they have, of their own accord, made a written request for an ongoing alternative work schedule of greater than eight (8) hours per day, but no more than ten (10) hours per day and forty (40) hours per week. An employee with an approved alternative work schedule of this type will not receive overtime pay for hours worked in excess of eight (8) per day unless they work more than ten (10) hours per day and/or forty (40) hours per week in which case they shall be paid daily and weekly overtime. This limited waiver of daily overtime is made by the parties in accordance with California Labor Code Section 514. All other entitlements related to overtime pay and breaks shall apply.
  - 3. 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 may include a core fixed period each day or a fixed core period each week. Example: employee works from 9a.m-12 pm, takes their lunch, and works from 3pm-8pm with the core period being 9am-12pm Monday-Friday.

## **Section 7.6. Workload Management**

- A. To facilitate caseload control, Centro Legal shall make available to employees and the Union statistics as to the average hours worked per workweek by each attorney and staff member. All employees shall be required to provide Centro Legal such information as is necessary to ensure

the accuracy and timely compilation of these statistics. Centro Legal shall review these statistics every three months with the Labor Management Committee to (1) ensure there is not work overload, and (2) that the work is equitably distributed. All of these statistics shall be made available to the Union.

- B. Centro Legal agrees to make reasonable efforts to hire and maintain sufficient clerical and paralegal staff to ensure timely performance of legal services. Centro Legal also agrees to implement transparent policies about the types of case tasks that shall be handled by clerical or paralegal staff.
- C. If Centro Legal does not have sufficient clerical and/or paralegal staff for all attorneys, Centro Legal will factor into its case assignment and workload assessment system whether or not an attorney will have clerical or paralegal assistance for any given case, and attorneys who are expected to complete cases without such assistance shall be assigned a correspondingly lower case load in recognition of the time they must spend on these tasks.
- D. A discussion of workload and capacity shall be a part of regular check-ins with supervisors. If any employee tells their supervisor that their workload is at capacity and/or work cannot be accepted consistent with the employee's professional responsibilities, the supervisor shall meet with the employee to review their workload, and work with the employee to identify a mutually agreeable resolution. While these discussions are ongoing, Centro Legal may not assign any new cases or any other substantial new responsibilities to the employee.

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

### **Section 8.1. Holidays**

- A. Centro Legal will observe the following days as office holidays:
  - Martin Luther King, Jr. Day
  - Presidents' Day
  - Cesar Chavez Day
  - May Day/International Workers Day
  - Memorial Day
  - Juneteenth
  - July 4- Independence Day
  - Labor Day
  - Indigenous People's Day
  - Veteran's Day
  - Thanksgiving Day and the Friday after
- inter Holiday (8 work days, to include the period from December 24th through January 1st)
- B. Other than Winter Holiday: When any holiday listed above falls on a Sunday, the following Monday shall be observed as the holiday. When any holiday listed above falls on a Saturday, the preceding Friday shall be observed as the holiday.

- C. On or before January 1 of each year, Centro Legal shall notify all employees covered by this Agreement of the dates on which enumerated holidays will fall in that calendar year.
- D. **Holidays During Paid Leave:** In the event that an employee is using accrued paid leave on an office holiday, that day will not be charged against the employee's accrued sick leave or vacation leave time. If a holiday falls while an employee is on State Disability Insurance "SDI" or Paid Family Leave "PFL", the employee will be paid holiday pay for that day for full integration with the SDI or PFL. If the holiday falls while the employee is using paid parental or caregiving leave (after PFL benefits), the holiday pay is included in and counted toward the number of total weeks' of paid salary that the employee is entitled to be paid under the paid leave policy. If an employee is using intermittent paid caregiving leave in single days, intermittent paid leave does not need to be used when the leave falls on a holiday.
- E. **Work on Holidays:** Centro Legal may require individual employees to work on a holiday. Nonexempt employees required to work on a holiday will be paid double their normal base rate of pay for all hours worked. If an exempt employee is required to work on a holiday, they will be allowed to take an alternate day off in lieu of the holiday within six months.
- F. **Holidays During Leave Without Pay:** Employees will not be paid for holidays occurring during a leave of absence without pay.

## **Section 8.2. Vacation**

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

Length of Continuous Service:	Vacation:
0-1 year	16 days per year
1-2 year	18 days per year
Over 2 years	23 days per year

- B. Vacation continues to accrue during paid time off. Vacation can accrue up to a maximum of forty (40) days. Once this cap is reached, no further vacation will accrue until some vacation is used and the employee's accrued vacation time drops below forty (40) days.
- C. Part-time employees regularly scheduled to work at least twenty (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.
- D. At the Executive Director's discretion, employees may take (or be advanced) up to five (5) 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.

- E. Centro Legal will include vacation accrual and balance information on pay stubs. The accuracy of such information will be dependent on employees' timely submission of time records. Vacation pay is calculated at the employee's current hourly rate or salary. For non-exempt employees, paid vacation hours do not count as "hours worked" for purposes of calculating overtime.
- F. Upon separation from Centro Legal, an employee shall receive the entirety of their unused accrued vacation in the form of wages.

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

- A. Accrual: All full-time and part-time employees who work 20 hours a week or more will accrue paid sick leave as of their first day of employment. Sick leave is accrued at the rate of one day (or 8 hours) per month by full-time employees; sick leave is accrued pro rata by part-time employees. Employees shall accrue sick leave up to a cap of 20 days. Employees shall accrue sick leave during paid time off.
- B. 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.
- C. Use of Sick Leave: Sick leave may be used as follows:
  - 1. For medical, dental or vision appointments for the employee or their family members;
  - 2. For preventive care;
  - 3. For prenatal care or pregnancy-related conditions;
  - 4. For personal illness or injury;
  - 5. For personal mental health
  - 6. For care of a family member who is ill, injured or receiving medical care, treatment or diagnosis; or
  - 7. For care or services related to domestic violence, sexual assault or stalking.
- D. 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".
- E. 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.

F. 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. "Child" includes both adult and minor children.

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

H. "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. Centro Legal 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 Centro Legal may make the initial designation and update that designation at any time.

1. Reporting to the Office - An employee will, as soon as reasonably able, notify their supervisor when they are or will be absent due to illness. Centro Legal recognizes that emergencies, accidents, and sudden illnesses sometimes will prevent advance notice of the need for leave. In such circumstances, employees need only provide notice as soon as practicable.
2. Advance Sick Leave - When an employee's sick leave balance has been exhausted, the employee may request advance sick leave from Centro Legal's HR Director. Advances of sick leave shall be at the discretion of Centro Legal's management.
3. Exempt employees- Exempt employees must only use sick time if they work less than five hours on a given day. An exempt employee who works at least forty hours in a week shall not have sick leave deducted.

#### **Section 8.4. Health Leave Donation Program**

- A. Policy Statement: We recognize that employees may have a family emergency that causes a severe impact to them resulting in a need for additional time off in excess of their available paid time off. To address this need all eligible employees will be allowed to donate sick time from their unused balance to the Health Leave bank in accordance with the policy outlined below. Donation of sick days is strictly voluntary and may not be solicited.
- B. Recipient Eligibility & Guidelines: Employees who would like to make a request to receive donated sick time from the Health Leave Bank must have a situation that meets the following criteria.
1. Critical or Severe Medical Condition. The employee or his/her immediate family suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe medical nature and which would otherwise require the employee to take leave without pay.
  2. Immediate Family Members. Immediate family member is defined, for purposes of this section, as spouse, domestic partner, child, or parent.
  3. This program is intended to offer wage replacement after the employee has exhausted their own sick leave.
- C. Donor Eligibility & Guidelines: Employees who donate sick time from their unused balance to the Health Leave Bank must be employed for a minimum of one (1) year, and must adhere to the following requirements:
1. Complete a Donation of Sick Time Form. All forms should be returned to the Director of Human Resources.
  2. May do so twice in any calendar year
  3. Donation minimum - 8 hours
  4. Donation Maximum 75 hours
  5. Must not have given notice of resignation
- D. Employees who donate time must have sufficient time (48 hours, after the donated amount) remaining in their balance and will not be permitted to exhaust their balances. Employees cannot borrow against future sick time to donate.
- E. Procedure: Employees who want to receive donated sick time from the Health Leave Bank are required to complete a Request for Sick Time Form. Employees who are requesting donated sick time may not make a personal request of coworkers; doing so will disqualify them from participating in this program. In order to manage the emotions that surround a crisis, and respect the confidentiality of the recipient and donor, all requests and donations of time will be completely anonymous. HR will facilitate a Health Leave Bank donation drive twice each year. All donated time will go into a central donation bank and not for a specific emergency/crisis or for a specific employee.



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

### **Section 8.5. Family and Medical Leave**

- A. Family Medical Leave: An employee requesting family medical leave shall be granted such leave in accordance with provisions of the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) with no reduction in benefits. Any accrued vacation or compensatory time off may be used by the employee during this time.
- B. Parental Leave: Employees are entitled to six months of parental leave for the birth, adoption or foster care placement of a child.
- C. Paid Maternity Leave: An employee shall receive ten (10) weeks paid maternity leave after the birth of a child. This is in addition to benefits provided by SDI and PFL. Centro Legal will integrate this paid leave with the employee's SDI and PFL benefits.
- D. Paid Parental Leave: For an employee not receiving maternity leave, the employee shall receive ten (10) weeks paid parental leave after the birth, adoption, or foster care placement of a child.
- E. Integration of benefits: For industrial injury or disability leaves covered under the California Family Rights Act (CFRA), Workers' Compensation, State Disability Insurance (SDI) and/or PFL, payments for such leaves and sick benefit allowances shall be provided separately by the State/carrier. If Workers' Compensation, SDI, and/or PFL payments cover all or part of the period during which sick benefits allowance is paid, the sum of the two shall not exceed the sick benefit payable for that period and the unused portion of accumulated sick leave will continue to be credited to the employee.
- F. Integration of paid and sick leave benefits with Workers' compensation, SDI, and/or PFL payments shall be automatic. Any employee entitled to SDI and/or PFL payment must apply for the payments (in order that the principle of integration may be applied) before sick benefits are payable. Upon request, an employee may also integrate any or all unused prorated vacation and unused floating holidays.

### **Section 8.6. Bereavement Leave**

- A. A full or part-time regular employee who suffers a death in their immediate family will be given up to five (5) days of paid bereavement leave. Bereavement leave pay is calculated at the employee's normal rate of pay. Additional unpaid leave may be given upon approval

of Executive Director. In that circumstance, the employee may elect to use accrued vacation, sick leave, or leave without pay. For the purposes of bereavement leave, family shall be defined as in the Sick Leave section above.

- B. With the approval of their supervisor, employees may receive five (5) days off with pay in the event of the death of a friend or relative who is not a member of their immediate family as defined in the Sick Leave section above or a family pet.

#### **Section 8.7. Election Day Leave**

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

#### **Section 8.8. Jury and Witness Duty**

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

#### **Section 8.9. Military-Related Leave of Absence**

- A. Volunteer Civil Service Leave: Non-exempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Exempt employees who work any portion of a workweek in which they also perform volunteer civil service as a volunteer firefighter, reserve peace officer or emergency rescue personnel will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Employees may substitute accrued vacation for any unpaid portion of leave to perform emergency duties under this policy.
- B. Civil Air Patrol Leave: Employees who are volunteer members of the California Wing of the civilian auxiliary of the U.S. Air Force (Civil Air Patrol) shall be granted Civil Air Patrol Leave in accordance with California law.

- C. **Military Leave:** Employees may take up to five cumulative years of leave time for service, voluntary or involuntary, in the uniformed services in accordance with State and Federal Law.
- D. **Military Spouse Leave:** Employees who work more than 20 hours per week and have spouses in the Armed Forces, National Guard or Reserves who have been deployed during a period of military will be given up to 10 unpaid days off when their spouses are on leave from military deployment, in accordance with State and Federal Law.
- E. **Other Military-related Leaves:** Employees may take up to 26 weeks of leave to care for a service member or veteran with a serious health condition who is a parent, spouse, domestic partner, child or next of kin of the employee, as defined under the FMLA. The amount of paid time off provided will be determined by the Caregiving Leave policy. Employees also must apply for PFL benefits (if eligible) under the Caregiving Leave policy.
- F. Employees also may take up to 12 weeks of unpaid leave for any qualifying exigency arising out of the fact that the employee's parent, spouse, domestic partner or child is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Military exigencies include short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities arising out of the military exigency

#### **Section 8.10. Leave for Educational/Daycare Purposes**

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

#### **Section 8.11. Leave Related to Domestic Violence, Sexual Assault, or Stalking or Other Violent Crimes**

- A. As is reasonable in honor of the employee's healing process, Centro Legal will provide paid administrative leave to an employee who has been the victim of domestic violence, sexual assault or stalking or other violent crime or who is the family member (as defined in the sick leave section above) of a victim of domestic violence, sexual assault or

stalking to help ensure the health, safety or welfare of the domestic violence victim. This includes, inter alia, time off for court proceedings, counseling, medical attention, and participation in safety planning programs.

- B. Employees will not be expected to use accrued vacation, sick pay, or compensatory time for this time off.
- C. The organization also will provide reasonable accommodation for a victim of domestic violence, sexual assault, or stalking who requests an accommodation for the safety of the victim while at work, unless such accommodation constitutes an undue hardship to the organization's business operations.
- D. In honor of the employee's healing process, the employee will collaborate with HR to gather necessary documentation to apply to EDD, short term disability, and/or long term disability, depending on individualized needs of employee.

#### **Section 8.12. Sabbatical Leave**

- A. Permanent employee shall be eligible for a sabbatical of ten (10) weeks leave, with five (5) weeks paid, after completing five (5) years of employment at Centro Legal. During this time, employees shall not have any responsibilities for work at Centro Legal. Upon return from a sabbatical, Centro Legal will reinstate the employee to the same position held before the leave began.
- B. All employees covered by this agreement are eligible for a sabbatical. Entitlement to such leaves shall be retroactive to all members of the bargaining unit employed on the date of the signing of this agreement. The first five (5) weeks of sabbatical leave will be paid at the regular rate of pay with no loss of benefits. After the first five (5) weeks employees may use their accrued vacation to cover all or part of their time off. Whether an employee uses accrued vacation time to cover or supplement a sabbatical is at the employee's discretion. Employees may not extend the ten (10) weeks sabbatical leave with accrued vacation or any other leave. During the period of unpaid leave, employees shall not accrue vacation or sick leave benefits. However, employees shall continue to receive health, life, disability, and dental benefits at Centro Legal's expense.
- C. Employees requesting sabbatical leave under this article must submit a written request to take sabbatical at least three (3) months in advance of the proposed starting date. The date of such leave shall be mutually agreed upon by the employee and Centro Legal, but the employee's request shall not be unreasonably denied. Management may require employees to adjust the timing of their sabbatical leave to ensure adequate staffing to meet organizational needs. When the leave is granted, a date for the end of the leave shall be set and the employee shall have the right to return to employment on that date, provided that the employee may return on an earlier date if approved by the Executive

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

### **Section 8.13. Discretionary Unpaid Leave**

- A. A permanent employee may request an unpaid discretionary leave of absence by submitting a written request to the Executive Director stating the reason for the leave and the proposed duration. Leaves may be granted at the discretion of the Executive Director. If a discretionary leave is granted, a date shall be set for the end of the leave, and the employee shall have a right to return to employment on that date. If the employee's position is vacant, he or she may return on a date earlier than the established ending date provided prior approval of the Executive Director has been received.
- B. Absent good cause, a permanent employee who does not return from a discretionary leave on the specified date and has not received the written approval of the Executive Director for an extension of leave shall be deemed to have resigned effective the day following the employee's scheduled return.
- C. The layoff and recall provisions of this Agreement shall apply to permanent employees on discretionary leave. Health plan, life, dental or disability contributions ordinarily made by the Employer may be made by the employee at his or her own expense to the extent permitted by the applicable plan and by federal law, COBRA.

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

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

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

- A. The parties agree that the professional development and support of staff is a priority for the organization, as is the improvement of the organization's overall performance. To address this priority, supervisors will encourage employees to participate in relevant training and development programs in order to maximize their job performance and to increase their promotional opportunities. To that end, Centro Legal will provide regular and meaningful feedback, guidance, goal-setting, and training for all staff.
- B. The Labor-Management Committee, in consultation with the Diversity Committee, shall have the right to encourage, consider, and disseminate recommendations from staff for training events, and discuss with management regarding training needs.

### **Section 9.2. Performance Evaluations and Professional Development Plans**

- A. Program policies and annual performance evaluations are non-disciplinary employee support

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

- B. Supervisors are discouraged from using the annual performance evaluation process to introduce specific critical feedback for the first time. The purpose of the process is to discuss and memorialize feedback that has previously been provided.
- C. Bidirectional feedback: The annual performance evaluation process shall be bidirectional and will include opportunities for the employee to provide verbal and written feedback to their supervisor and the supervisor's manager(s).
  - 1. Supervisory staff must encourage and be receptive to a culture of bidirectional feedback with the employees they supervise. Management staff are expected to encourage and receive feedback—whether critical, constructive, or positive—on a regular basis as a component of the supervision relationship. Retaliation against employees for providing such feedback is prohibited.
  - 2. When employees identify deficiencies in the performance and/or behavior of their supervisor, the employee may share those with the supervisor's manager(s), who shall engage with the employee to discuss such issues. HR shall also be available to discuss concerns upon request of an employee.

Any employee may request that a union representative attend any meeting with Centro Legal management and/or HR regarding their concern(s) about their supervisor.

- D. Centro Legal encourages professional development for all employees. Supervisors are responsible for guiding employees in their professional development efforts. These efforts should be discussed and documented during an employee's annual performance evaluation discussion. The professional development plan shall set forth training, practice, achievement, and similar goals relevant to the employee's work, and shall be completed by the supervisors in consultation with the employee. Such plans and feedback shall be developed collaboratively taking into account employee promotion goals, and the supervisor shall provide steps the employee can take to prepare themselves for promotional opportunities under Sections 9.3. and 9.4. of this Article.

### **Section 9.3. Promotion to an Open Position**

- A. If a position becomes available, preference will be given to qualified internal applicants for promotion, provided they submit an application within ten (10) working days of the recruitment being opened. Current employees will be given the chance to interview first if they express interest within five (5) working days of the recruitment being opened. If two or more current equally qualified employees apply for a position, as measured by past work performance and by qualifications for the position being applied for, the most senior employee will receive preference.

- B. Current and prior Centro Legal employees, and Youth Law Academy/Diversity Legal Pipeline alumni, who subsequently complete law school or otherwise become eligible to take the bar exam will be given hiring preference for Staff Attorney positions consistent with the process set forth in paragraph 9.3(A) above.
- C. When evaluating internal candidates for open positions, the employer may consider, among other things, the following criteria:
  - 1. Whether the employee meets the minimum qualifications for the position listed in the job description,
  - 2. Whether the employee has satisfactory job performance as evidenced by all of the following:
    - a. the last performance evaluation was not "improvement needed;"
    - b. the absence of written warnings during the prior 12 months in the employee's personnel file; and
    - c. references from the employee's immediate supervisor or, when applicable, supervisees, and references from others at Centro Legal who have worked with the employee.
  - 3. Whether the employee has satisfactory attendance, meaning that the employee has not been warned in writing for attendance problems during the prior 12 months.
- D. Notwithstanding the foregoing, Centro management retains the right to make a final decision with respect to promotional hires and nothing in this paragraph shall prohibit Centro from opening up any recruitment for an open position to external candidates.
- E. Internal promotions that involve application for open positions, including promotion to management positions, shall be subject to Centro Legal's hiring process as described in Article 3.

#### **Section 9.4. Promotion Within a Position**

- A. Paralegal: After completing one (1) year of legal work, an Advocate's work title, or the work title of any other employee in a position with similar required work duties, will automatically become "paralegal" or have "paralegal" added to their title provided the employee meets the requirements of Business and Professions Code section 6450. This title change will not automatically change the employee's job description and responsibilities. Immigration Paralegals may request sponsorship for Department of Justice Accreditation. The first year in the title of Advocate shall count towards the three (3) years necessary to obtain Senior Status.
- B. Program Intake Administrator: After completing one (1) year of work as an Intake Specialist, an employee's work title will automatically become Program Intake Administrator. This title

change will not automatically change the employee's job description and responsibilities. The first year in the title of Intake Specialist shall count towards the three (3) years necessary to obtain Senior Status.

- C. Other Non-Attorney Title Changes: After completing one (1) year of work in a non-Attorney title other than those listed in Paragraphs A and B of this Section, an employee may request a work title change. Employees requesting a work title change under this paragraph will collaborate with the Directing Attorney of the practice area to identify a new title that is reasonably attainable and consistent with other staff titles w/ similar responsibilities. This title change will not automatically change the employee's job description and responsibilities. Title changes under this section will be subject to review and approval by Human Resources.

### **Section 9.5. Senior Status**

- A. Senior Status. Employees who have worked at Centro for at least three (3) years (or who have equivalent experience) and meet the following criteria, as determined by management, shall be granted senior status and shall receive a Senior Status Differential as described in Article 12:
1. Candidate works independently, with minimal supervision, in carrying out all core job duties;
  2. Candidate is willing and able to mentor and train other staff;
  3. Candidate shows initiative and leadership in advancing Centro's mission and organizational culture;
  4. Candidate has demonstrated the expertise and capacity to take on an increased and/or more complex workload;
  5. Candidate demonstrates ownership of and accountability for satisfying their department or program's commitments (whether expressly stated in applicable contracts or otherwise agreed to by the program and approved by its director) to Centro's clients and community, and for producing the results for which their department or program is formally responsible, as long as the employee is made aware of these commitments and expected results with reasonable advance notice to satisfy them;
  6. Candidate applies themselves to opportunities for professional development relevant to their subject/practice area;
  7. For internal candidates, candidate has satisfactory job performance as evidenced by all of the following:
    - a. the last performance evaluation was not "improvement needed";
    - b. the absence of written warnings during the prior 12 months in the candidate's personnel file; and



- c. references from the candidate's immediate supervisor or, when applicable, supervisees, and references from others at Centro Legal who have worked with the candidate.
8. During employees' performance evaluations and periodically during check-ins, the supervisor shall review these 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.

## **Section 9.6. Trainings and Reimbursement**

- A. Internal Training: Centro Legal recognizes the value of training for all employees. Training will be provided during onboarding of new employees, when the employee's manager determines it is necessary for an employee to acquire a new job related skill or in order for the employee to perform their job, or where the manager determines the training may assist the employee in job advancement. Training may also be provided at the request of the employee, and/or at suggestion of the Labor Management Committee or Diversity Committee subject to approval by the employee's manager, which approval will not be unreasonably withheld. Employees who feel they need training may request their managers make the necessary arrangements. Expenses associated with training which the employee's department requires and/or authorizes an employee to attend will be fully covered by Centro Legal, and such training will occur on work time.
- B. External Trainings: Centro Legal will make funds available in its annual budget for employees to attend approved outside trainings, courses, or conferences that are related to the employee's job duties. An employee attending an approved training during working hours shall be paid at their regular rate of pay during such attendance. Approved trainings shall be treated as work time for all purposes.
- C. Cross Training/Diverse Workload: Centro Legal will prioritize and schedule inter and intra program cross-trainings, on at least a semi-annual basis. All employees are eligible for cross-training programs in tasks outside the usual parameters of their jobs.

## **Section 9.7. Bar Examination and Bar Leave**

- A. Employees hired for staff attorney positions prior to passing the Bar Examination, shall be provided two (2) opportunities to take and pass the Bar Examination while they are employed with Centro Legal. Such employees shall be offered fifteen (15) days of paid bar leave to prepare for and take the California Bar Examination during the first available examination session after their date of hire. The fifteen (15) days of paid leave shall be used consecutively, encompass the dates of the Examination, and at least ten (10) days shall be prior to the dates of Examination. This does not limit the employees' ability to also use other leave as provided for in this Agreement.

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

### **Section 9.8. Professional Dues and Fees**

- A. For all Attorneys: The Employer shall pay the California State Bar dues for each permanent or probationary staff attorney, or, if the attorney is barred in another state, the bar dues for that state bar. These dues shall be paid directly to the State Bar. Centro Legal will pay pre-approved membership dues for one (1) professional organization if such membership is reasonably related to the performance of the staff attorney's duties and the cost of the dues is reasonable.
- B. For all non-Attorney staff: Centro Legal, on an annual basis, will pay for pre-approved dues or fees for membership in one (1) professional organization if such membership is reasonably related to the performance of the employee's duties and the cost of the dues is reasonable.
- C. For all employees: Centro Legal will reimburse reasonable pre-approved expenses for the purposes of attending professional development and/or continuing education programs reasonably related to the performance of the employee's duties.

## **ARTICLE 10 - NONDISCRIMINATION, ACCOMMODATION, AND DIVERSITY**

### **Section 10.1 Discrimination and Harassment Prohibited**

- A. Centro Legal is an equal employment opportunity employer and shall not discriminate on the basis of race, color, religious creed, sex (including pregnancy), gender, national origin, ethnicity, ancestry, citizenship, age, medical condition including genetic characteristics, mental or physical disability, service in the uniformed services 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, conviction/incarceration history (subject to any requirements, exceptions or limitations provided for in the Fair Chance Act or other applicable federal, state, and local law), political affiliation, Union activity, or any other basis prohibited by law. Centro Legal also prohibits discrimination based on a perception that an individual has any of the characteristics of the protected classes listed above, and further prohibits discrimination against an individual who is associated with a person who has, or is perceived to have, any of those characteristics.
- B. Centro Legal will establish and maintain a work environment for its employees that is free from all forms of discrimination, harassment and/or retaliation. Such conduct will not be tolerated by Centro Legal, either by its employees or agents, including supervisors, non-

supervisors and directors, or by non-employees such as job applicants, volunteers, clients, or employees of vendors or outside contractors. Centro Legal's policy regarding discrimination, harassment and retaliation, and the procedures for making a complaint regarding any such conduct, are set forth in the organization's Employee Handbook.

### **Section 10.2. Reasonable Accommodation**

- A. Centro Legal commits to making the work facilities barrier-free and accessible for all applicants and employees in accordance with the law, and will make reasonable accommodations in accordance with the law, provided such accommodations do not constitute an undue hardship.
- B. Employees shall have the right to have a Union representative and/or other representative of their choice present during reasonable accommodation meetings. Nothing in this section shall be interpreted to prevent Centro management and HR from discussing reasonable accommodation with an employee who chooses to initiate an unscheduled conversation without a representative.

### **Section 10.3 Diversity Committee**

- A. Centro Legal will support and maintain a Diversity Committee to strengthen Centro Legal as an organization and to align Centro Legal's mission with its internal policies and office culture. The goal of the Diversity Committee is to incubate leadership and empowerment among staff through participation in: 1) hiring that acknowledges the overcoming of struggles as assets, 2) recruitment that reflects the diverse composition of Centro Legal's community, and 3) an emphasis on retention by promoting a respectful, safe, and supportive office culture.
- B. All staff, including Diversity Committee members, shall be provided training on diversity, equity and inclusion principles; anti-racism; and combating anti-Blackness. Such training shall be provided at Centro Legal's expense. The diverse needs and identities of staff will be taken into account when planning trainings.
- C. The Diversity Committee shall work in coordination with the Director of People and Culture to plan trainings, events, and any other activities that further the goals of the Committee. The Director of People and Culture shall be allocated an annual budget to conduct such trainings, events and activities.
- D. The Diversity Committee shall be composed of at least four bargaining unit members and may also include no more than two members of management, all of whom will be appointed by the then-current members of the Diversity Committee. Each bargaining unit member shall be elected to a term of 12 months by the members of the bargaining unit.
- E. Only bargaining unit members no longer in the introductory period shall be eligible to serve as bargaining unit representatives. Although there shall be no quota of the Committee membership, the composition of the Diversity Committee is intended to reflect the current Centro Legal staff, particularly program areas and positions.

- F. The Diversity Committee shall participate in job interviews as detailed in the Posting and Filling Vacant/New Positions section of this contract.
- G. Diversity Committee members may participate in exit interviews when requested by bargaining unit members, in accordance with the Exit Interview section of this agreement, and use information gathered from exit interviews to promote policies and practices that would improve retention and further advance the goals of the Diversity Committee.

#### **Section 10.4. Diversity Information**

- A. Centro Legal shall provide an opportunity for all applicants for open positions, including union and non-union positions, and all current employees in the unit to voluntarily self-identify their race, ethnicity, gender identity, and sexual orientation. Employees will not be required to share this information as a condition of employment and it shall be made clear on the collection form that the information is to inform Centro Legal's understanding of the diversity of its workforce. Centro Legal will provide this same opportunity to applicants for open positions, including union and non-union positions, beginning within twelve (12) months following adoption of this successor contract.
- B. Within thirty (30) days following adoption of this Agreement, employee demographic information, broken down by the following categories, will be shared with the Union and the Diversity Committee. Thereafter, Centro Legal will share this information once per year. Personal identifying information will not be included.
  - 1. all current employees and their position in the organization, regardless of hire date;
  - 2. all new hires and the position they were hired into within the last twelve (12) months;
- C. Within twelve (12) months following adoption of this Agreement, Centro Legal will begin collecting and sharing the following information with the Union and the Diversity Committee. Thereafter, Centro Legal will share this information once per year. Personal identifying information will not be shared.
  - 1. Demographic information (as defined in subsection A) for all applicants interviewed for open positions and the position they interviewed for within the last twelve (12) months;
  - 2. Demographic information (as defined in subsection A) for all applicants who applied for open positions and the position they applied for within the last twelve (12) months;
  - 3. the number of applicants who applied and/or interviewed for open positions who declined to provide demographic information.
- D. Centro Legal will include demographic information only for applicants who submit completed job applications including a cover letter and resume.
- E. After providing the annual diversity report, Centro Legal management representatives shall meet with the Diversity Committee to review demographic information collected pursuant to this Article. At the meeting, the Diversity Committee may provide feedback and/or

recommendations based on the data and Centro Legal shall engage in a discussion of the issues raised.

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

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

- A. Centro Legal will provide group medical, dental, vision, long-term disability and life insurance (including accidental death and dismemberment insurance plans) for all employees covered by this Agreement. Plan descriptions are available from Human Resources.
- B. When determining a start date for a new hire, Centro Legal will inform the employee of the parameters of any insurance waiting-period requirements and work with the employee to choose a start date that allows the employee's benefits to begin at the earliest possible date.

### **Section 11.2. Enrollment of Dependents and Partners**

- A. Employees may enroll dependents in health, dental, and/or vision benefits within one (1) month of the dependent's obtaining eligible status, e.g., birth, adoption, marriage, or domestic partnership. Employees may also enroll dependents during the annual open enrollment period.
- B. Employees who have partners may enroll their partners in health, dental, and/or vision benefits.

### **Section 11.3. Medical Insurance**

- A. Medical coverage will be provided at Centro Legal's expense for eligible employees.
- B. Dependents, spouses, and partners shall be offered medical insurance with Centro covering 50% of those healthcare premiums.
- C. Centro Legal shall offer a medical insurance option that includes full coverage of fertility/infertility treatment, including but not limited IVF coverage.
- D. Centro will continue to maintain the same or similar level of medical coverage for the duration of this Agreement.

### **Section 11.4. Dental Insurance**

- A. Dental coverage will be provided at Centro Legal's expense for eligible employees.
- B. Dependents, spouses, and partners shall be offered dental insurance with Centro covering 50% of those premiums.
- C. Centro will continue to maintain the same or similar level of dental coverage for the duration of this Agreement.

### **Section 11.5. Vision Insurance**

- A. Vision coverage will be provided at Centro Legal's expense for eligible employees.
- B. Dependents, spouses, and partners shall be offered vision insurance with Centro covering 50% of those premiums.
- C. Centro will continue to maintain the same or similar level of vision coverage for the duration of this Agreement.

### **Section 11.6. Life Insurance**

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

### **Section 11.7. Disability Insurance**

- A. Short-Term Disability Insurance (SDI): Employees may be eligible for short-term disability insurance benefits through the State of California SDI program for a nonoccupational injury or illness.
- B. Long-Term Disability Insurance (LTD): Long-term disability insurance shall be provided at Centro's expense for all full time regular employees.

### **Section 11.8. Annual Insurance Plan Review**

- A. The Union shall receive notice of and an invitation to send two (2) representatives to an annual meeting with Centro Legal's insurance broker prior to the open enrollment period Centro Legal will consider staff feedback to ensure that health, dental, vision, and other benefit plans meet the needs of employees.

## **ARTICLE 12 - COMPENSATION, RETIREMENT, AND OTHER BENEFITS**

### **Section 12.1. Salary Scale and Increases**

- A. Salary Scale: Bargaining unit members shall be paid based on the attached salary scale (Appendix B). Annual salaries are shown for hourly and salaried positions. Hourly rates shall be determined by dividing the annual salary by 2,080 work hours per year (based on a full-time work schedule of 40 hours per week).
- B. Annual Increases: All employees covered by this Agreement shall receive annual salary increases. The following increases shall be effective on March 15 each year and all salary scales in Appendix B have been adjusted accordingly.

#### **1. First Year of the Agreement (2022):**

- a. \$8,000 Across the Board (ATB) increase for all employees with a base salary\* of \$60,000 or less per year;

- b. \$6,500 Across the Board (ATB) increase for all employees with a base salary\* of more than \$60,000 per year.

\*For the purposes of determining ATB increases, base salary does not include Senior Status differential addressed in Section 12.3 below.

## 2. Second Year of the Agreement (2023)

- a. \$4,000 Across the Board (ATB) increase for all employees.

C. Step Increases: Bargaining unit members shall advance to the next step on the salary scale on their anniversary date every year. Once Centro Legal employees are above step 9<10 they shall receive a one percent (1%) increase on their annual work anniversary. All step increases are in addition to COLA increases.

### Section 12.2. Step Placement

A. When new employees are hired at Centro Legal, they shall receive credit for previous work experience that will determine where they fall on the salary scale.

B. Attorneys and Legal Fellows:

- 1. All years from law school graduation are credited at 100%. This means that a new graduate will enter on step 1 ("0<1"); an attorney with one year of experience will enter on step 2 ("1<2").

C. All Non-Attorney Staff: All years of relevant experience are credited at 100%.

- 1. Non-attorney legal staff: Relevant experience includes relevant legal experience, other legal experience, and subject-matter related experience (defined as work with or affecting a similar client population, and/or work related to tenant/immigration/workers rights).
- 2. Intake staff: Relevant experience includes customer service experience, administrative/management experience, and subject-matter related experience.
- 3. Admin/Financial Staff: Relevant experience includes work in accounting or finance roles or experience that builds job skills that will be used in the position the employee is being hired into.
- 4. An employee will receive 50% credit for years of relevant experience where the person worked part-time, including work while in school.

D. The following step placement criteria shall apply to all employees, including attorneys and non-attorneys:

1. Internships or volunteer work shall be credited at the same rate as paid work experience.
  2. Experience that is borderline relevant will be credited as a "booster" if the person is between two steps.
  3. If employees who are hired have more than ten years' experience, their starting salary shall be increased by one percent (1%) per year for every year of experience above ten (10) years.
- E. All successful candidates for employment with Centro shall be given an opportunity to propose appropriate step placement based on their qualifications. Human Resources shall provide them with all information necessary, including but not limited to step placement criteria, for this purpose.

### **Section 12.3. Differentials**

- A. Senior Status Differential: All employees who attain Senior Status shall be paid a differential equal to \$5,000 annually, which shall be in addition to their annual base pay.

### **Section 12.4. Retirement Plan**

- A. Regular employees may participate in the Centro Legal 401(k) Plan upon completion of the six month employment introductory period. Eligible employees will be automatically enrolled in the Plan.
- B. Centro Legal will make an annual contribution of \$2,000 per year for each bargaining unit member who is outside of the introductory period at the time of the contribution. Part-time bargaining unit members outside the introductory period will receive a prorated portion of the \$2,000 contribution based on their usual work hours. The annual contribution shall be made each year in January. Centro Legal's contribution will vest immediately.

### **Section 12.5. Child and Dependent Care Benefits**

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

### **Section 12.6. Health FSA and Wellness Benefits**

- A. Health Flexible Spending Account (Health FSA): Centro shall provide a Health Flexible Spending Account for all interested eligible employees. Centro Legal shall contribute \$500 annually to the Health FSA account of each employee. Employees of Centro may also 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. Starting in 2023, Health FSA funds may be rolled over from year-to-year up to the maximum allowable level.

#### **Section 12.8. Transportation-commuter Benefits/ Qualified Transportation Fringe Benefits Program**

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

#### **Section 12.9. Expense Reimbursement**

- A. Centro Legal shall reimburse employees for all actual work-related expenses incurred by the employee in the course of the employee's appropriate work activities, including but not limited to, filing fees, copying costs, and transportation.
- B. Centro Legal shall provide employees an automatic reimbursement of \$20 per pay period for use of personal cell phones.
- C. Each employee shall receive an automatic reimbursement of \$60 per pay period to assist with expenses associated with working remotely.
- D. 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.
- E. Travel costs (including transportation, meals and accommodations) outside the Bay Area, defined as the counties of San Francisco, San Mateo, Santa Clara, Alameda, Napa, Sonoma, Marin, and Contra Costa, shall be reimbursed provided there has been prior approval by the employee's supervisor. Employees shall make every effort to obtain the lowest reasonable costs for fares and accommodations. When traveling outside the Bay Area, staff shall be reimbursed for meals, excluding alcohol, at an amount not to exceed \$50.00 a day.

### **ARTICLE 13 - MANAGEMENT RIGHTS**

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

- A. With the exception of the terms that are expressly provided in this agreement, Centro Legal will continue to have all of the rights as an employer as it previously held, including without limitation, the sole right to conduct its business, direct and control its operations, and to manage its affairs as it deems appropriate; by way of example only, to hire, terminate, discharge or lay off employees, to increase or decrease the workforce, to rearrange departments and operations, to schedule work and hours of work, to train personnel, to decide and make job assignments, to decide and make decisions regarding the functions of a job, and to make changes in its operations or methods as it determines

necessary for efficiency and effectiveness. This statement of specific rights will not be construed as a waiver of any other rights that have been previously held by Centro Legal.

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

## **ARTICLE 14 - SAVINGS CLAUSE**

### **Section 14.1. Severability**

- A. If a provision of this Agreement is determined to be illegal or invalid as the result of any applicable local, state or federal law, or the decision of a court of competent jurisdiction, 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.
- B. No policies or manuals promulgated by Centro Legal shall derogate or detract from the rights or benefits granted to the employees by express provisions of this Agreement.

## **ARTICLE 15 - SUCCESSIONSHIP**

### **Section 15.1. Successorship**

- A. This Agreement shall bind the signatories hereto, as well as their successors and assigns.
- B. Centro Legal shall give reasonable advance written notice of no less than thirty (30) calendar days to the Union of any proposed merger, transfer, or consolidation, and afford the Union an opportunity to bargain over the effects, if any, of the action. Centro Legal shall advise the third party of the terms and conditions of this Agreement prior to concluding any such transaction.

## **ARTICLE 16 - RATIFICATION AND TERM OF AGREEMENT**

### **Section 16.1. Ratification**

- A. Once the parties reach a complete tentative agreement on a full successor CBA, it shall be submitted to each parties' principals for review and approval consistent with each parties' internal process.

### **Section 16.2. Effective Date and Term**

- A. Once the tentative agreement has been fully ratified, approved and executed by the principals of each party, the CBA shall take effect immediately and its effective date shall be back-dated to March 15, 2022. Any agreed-upon compensation increases shall be paid

retroactively to that date, as agreed to by the parties in the Extension Agreement of March 2022. All other modifications agreed to in this agreement shall be effective upon execution of this agreement by both parties, unless another effective date is explicitly set forth in a specific provision. All payments owed to employees as a result of retroactive increases shall be made by Centro Legal within two (2) pay periods of the date this agreement is executed by the parties.

- B. This Agreement shall be effective March 15, 2022 through March 15, 2024. 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 the parties, but is not later than December 1, 2023.

## TENTATIVE AGREEMENT

Between Centro Legal de la Raza and Engineers and Scientists of California, Local 20, IFPTE  
For a successor Collective Bargaining Agreement, March 15, 2022 - March 15, 2024

October 11, 2022

The below set of Tentatively Agreed upon articles shall be incorporated into a successor Collective Bargaining Agreement between Centro Legal de la Raza (Employer) and Engineers and Scientists of California, Local 20, IFPTE (Union). Any proposals not specifically referenced below should be treated as withdrawn/rejected as applicable. The articles below constitute a full package Tentative Agreement, which shall be submitted to the principals of the Employer and the Union for final approval/ratification.

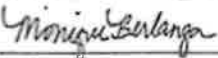
- **ARTICLE 1 – SCOPE OF THE AGREEMENT (attached)**
- **ARTICLE 2 – UNION RIGHTS (attached)**
- **ARTICLE 3 – POSITIONS, HIRING, AND VACANCIES (attached)**
- **ARTICLE 4 – BARGAINING UNIT WORK, CONTRACTING, AND TEMPORARY EMPLOYEES (attached)**
- **ARTICLE 5 - CONTRACT ADMINISTRATION (attached)**
- **ARTICLE 6 – HEALTH, SAFETY, AND WELLBEING (attached)**
- **ARTICLE 7 – WORKING CONDITIONS (attached)**
- **ARTICLE 8 – VACATION, HOLIDAYS, AND LEAVES (attached)**
- **ARTICLE 9 – PROMOTIONS, PROFESSIONAL DEVELOPMENT, AND TRAINING (attached)**
- **ARTICLE 10 – NONDISCRIMINATION, ACCOMMODATION, AND DIVERSITY (attached)**
- **ARTICLE 11 – EMPLOYEE BENEFITS: INSURANCE PLANS (attached)**
- **ARTICLE 12 – COMPENSATION, RETIREMENT, AND OTHER BENEFITS (attached)**
- **ARTICLE 13 – MANAGEMENT RIGHTS (attached)**
- **ARTICLE 14 – SAVINGS CLAUSE (attached)**
- **ARTICLE 15 – SUCCESSORSHIP (attached)**
- **ARTICLE 16 – RATIFICATION AND TERM OF AGREEMENT**
- **Appendix A: Bargaining Unit Positions (attached)**
- **Appendix B: Salary Scales (attached)**
- **Side Letter Agreement: 32-Hour Workweek Pilot Project (attached)**

**EMPLOYER:**

**UNION:**

Note: Ratified by Union on October 28, 2022

Monique Berlanga, Executive Director



Raymundo Jacquez III, Deputy Director



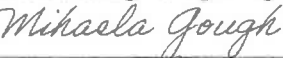
Mabel Jacquez, Deputy Director



David Hall, Bargaining Team Member



Mihaela Gough, Bargaining Team Member



Jane Carrion, Bargaining Team Member



John Mader, ESC Local 20 President



Maggie Ta, ESC Local 20 Union Representative



Eduardo Colon, Bargaining Team Member



Nirali Beri, Bargaining Team Member



Stefanie Gonzales, Bargaining Team Member



Grant Kirkpatrick, Bargaining Team Member



Israel Lepiz, Bargaining Team Member



Nancy Martinez, Bargaining Team Member



Juliana Morgan-Trostle, Bargaining Team Member

## **APPENDIX A - BARGAINING UNIT POSITIONS**

The bargaining unit shall include all non-confidential, non-supervisory, and non-managerial staff, as such terms are defined in the National Labor Relations Act and related precedent, except temporary workers, including but not limited to the following classifications:

### **Specialist**

- Accounts Receivable Specialist
- Accounts Payable Specialist
- Intake Specialist

### **Program Intake Administrator**

### **Advocate**

### **Coordinator**

- Finance Coordinator
- Communications Coordinator
- Development Systems Coordinator
- Outreach Coordinator
- Intake and Administrative Coordinator
- Intake Coordinator
- Program Coordinator
- Administrative Coordinator
- Government Grants and Contracts Coordinator
- Know Your Rights Coordinator
- Student Success Coordinator
- Program Coordinator

### **Paralegal**

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

Department of Justice Partially Accredited Representative

### **Staff Attorney**

Grant Manager

Finance Manager

Major Gifts Officer

Analyst

Data Analyst  
Program Analyst

Fellow

Assistant

Legal Assistant  
Program Assistant  
Administrative Assistant

Interpreter

Or any of the above positions with a Senior designation.

**Salary Scale (effective March 15, 2023)**

POSITIONS	years	STEPS									
		0<1	1<2	2<3	3<4	4<5	5<6	6<7	7<8	8<9	9<10
<b>Program/Administrative Staff</b> Advocate Paralegal Intake Specialist (5,000 + Adjustment to Senior)	2020	\$49,080	\$50,103	\$51,125	\$52,148	\$53,170	\$54,193	\$55,215	\$56,238	\$57,260	\$58,283
	2021	\$50,184	\$51,230	\$52,275	\$53,321	\$54,366	\$55,412	\$56,457	\$57,503	\$58,548	\$59,594
	2022	\$58,184	\$59,230	\$60,275	\$61,321	\$62,366	\$63,412	\$64,457	\$65,503	\$66,548	\$67,594
	2023	\$62,184	\$63,230	\$64,275	\$65,321	\$66,366	\$67,412	\$68,457	\$69,503	\$70,548	\$71,594
<b>Administrative Staff</b> Financial Assistant Program Assistants Coordinators (5,000 + Adjustment to Senior)	2020	\$49,080	\$50,103	\$51,125	\$52,148	\$53,170	\$54,193	\$55,215	\$56,238	\$57,260	\$58,283
	2021	\$50,184	\$51,355	\$52,275	\$53,321	\$54,366	\$55,412	\$56,457	\$57,503	\$58,548	\$59,594
	2022	\$58,184	\$59,355	\$60,275	\$61,321	\$62,366	\$63,412	\$64,457	\$65,503	\$66,548	\$67,594
	2023	\$62,184	\$63,355	\$64,275	\$65,321	\$66,366	\$67,412	\$68,457	\$69,503	\$70,548	\$71,594
<b>Partially Accredited DOJ Rep</b> (5,000 + Adjustment to Senior)	2022	\$63,184	\$64,355	\$65,275	\$66,321	\$67,366	\$68,412	\$69,457	\$70,503	\$71,548	\$72,594
	2023	\$67,184	\$68,355	\$69,275	\$70,321	\$71,366	\$72,412	\$73,457	\$74,503	\$75,548	\$76,594
<b>Attorney</b> Staff /Fellow DOJ Fully Accredited Rep (5,000 + Adjustment to Senior)	2020	\$63,395	\$64,418	\$65,440	\$66,463	\$67,485	\$68,508	\$69,530	\$70,553	\$71,575	\$72,598
	2021	\$64,821	\$65,867	\$66,912	\$67,958	\$69,003	\$70,049	\$71,094	\$72,140	\$73,185	\$74,231
	2022	\$71,321	\$72,367	\$73,412	\$74,458	\$75,503	\$76,549	\$77,594	\$78,640	\$79,685	\$80,731
	2023				\$78,458	\$79,503	\$80,549	\$81,594	\$82,640	\$83,685	\$84,731
<b>Jr. Accountant/Accounts Specialist</b> (5,000 + Adjustment to Senior)	2020		\$59,305	\$60,328	\$61,350	\$62,373	\$63,395	\$64,418	\$65,440		
	2021		\$60,639	\$61,685	\$62,730	\$63,776	\$64,821	\$65,867	\$66,912		
	2022		\$67,139	\$68,185	\$69,230	\$70,276	\$71,321	\$72,367	\$73,412		
	2023		\$71,139	\$72,185	\$73,230	\$74,276	\$75,321	\$76,367	\$77,412		
<b>Program Analyst</b> Program Analyst - Tenants' Rights (5,000 + Adjustment to Senior)	2020	\$56,238	\$57,260	\$58,283	\$59,305	\$60,328	\$61,350	\$62,373	\$63,395	\$64,418	\$65,440
	2021	\$57,503	\$58,548	\$59,594	\$60,639	\$61,685	\$62,730	\$63,776	\$64,821	\$65,867	\$66,912
	2022	\$65,503	\$66,548	\$67,594	\$68,639	\$69,685	\$70,730	\$71,776	\$72,821	\$73,867	\$74,912
	2023	\$69,503	\$70,548	\$71,594	\$72,639	\$73,685	\$74,730	\$75,776	\$76,821	\$77,867	\$78,912
<b>Finance Manager</b> Grant Manager Grant Manager - Tenants' Rights Grant Manager - Immigration (5,000 + Adjustment to Senior)	2020	\$63,395	\$64,418	\$65,440	\$66,463	\$67,485	\$68,508	\$69,530	\$70,553	\$71,575	\$72,598
	2021	\$64,821	\$65,867	\$66,912	\$67,958	\$69,003	\$70,049	\$71,094	\$72,140	\$73,185	\$74,231
	2022	\$71,321	\$72,367	\$73,412	\$74,458	\$75,503	\$76,549	\$77,594	\$78,640	\$79,685	\$80,731
	2023	\$75,321	\$76,367	\$77,412	\$78,458	\$79,503	\$80,549	\$81,594	\$82,640	\$83,685	\$84,731
<b>Major Gifts Officer</b>	2022	N/A	N/A	N/A	\$90,823	\$91,868	\$92,913	\$93,958	\$95,003	\$96,048	\$97,093
	2023				\$94,823	\$95,868	\$96,913	\$97,958	\$99,003	\$100,048	\$101,093



Salary Scale (effective March 15, 2023)

POSITIONS	STEPS									
	years	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9

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



**SIDE LETTER AGREEMENT  
BETWEEN CENTRO LEGAL DE LA RAZA AND IFPTE LOCAL 20**

**32-Hour Workweek Pilot Program**

**January 17, 2023**

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In the interest of supporting employee rest, recovery, and retention, Engineers and Scientists of California, Local 20, IFPTE, known in this agreement as “the Union,” and Centro Legal de la Raza known in this agreement as “Centro Legal,” enter into this Side Letter Agreement and hereby agree to the following terms and conditions applicable to all employees and positions represented by the Union.

**32-Hour Work Week Pilot Program**

In furtherance of a shared goal of transitioning to a thirty-two (32) hour work week, Centro Legal and the Union agree to the following pilot program, which shall be initiated on a temporary basis unless otherwise extended by the parties.

- A. Centro Legal shall temporarily implement a thirty-two (32) hour work week pilot program for three (3) consecutive months starting Monday July 10, 2023 and continuing through October 6, 2023
  - a. Employees shall continue to be paid at the annual rates listed in Appendix B. Annual salaries are shown for hourly and salaried positions. For the period of the Pilot Program, full time hourly employees shall work 32 hours at the hourly rate reflected in the 2022 Collective Bargaining Agreement. Employees that transition to working 32 hours in the workweek during the pilot will be allotted an additional 8 hours each week for the duration of the pilot that will be associated with a corresponding paycode in the timekeeping system. This additional paid time off is purely administrative to facilitate the 32-hour work day pilot, does not accrue, and is not eligible for cashing out. Anyone working part-time (with less than 32 hours per week) shall continue to work the same hours at the current pay scale.

**SIDE LETTER AGREEMENT  
BETWEEN CENTRO LEGAL DE LA RAZA AND IFPTE LOCAL 20**

**32-Hour Workweek Pilot Program**

**January 17, 2023**

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- B. Employees shall continue to accrue leaves in accordance with Article 8 and Article 6. There shall be no pro-rating of Vacation (annual), Sick Leave (monthly), Wellness Days (monthly), or any other benefits. Centro Legal shall make any necessary adjustments to payroll systems to ensure employees receive accruals at the rates provided for in the CBA.
- C. During this period, full-time employees shall work thirty-two (32) hours per week in four (4) consecutive days starting on Monday each week with Friday off. This schedule is subject to client needs, including the necessity to attend court hearings or other scheduled events on Fridays. Staff who regularly must work Fridays shall request an alternative work schedule (Section D).
- D. An employee may request and be approved for an Alternative Work Schedule of thirty-two (32) hours per week where the days are non-consecutive and/or where an employee works thirty-two (32) hours in fewer than four (4) days.
- E. Employees who are required to work on their scheduled day off must receive supervisor approval to do so, except for attorneys. If an exempt employee is required to work on their scheduled day off, they will receive comp time for the hours they worked. If a non-exempt employee is required to work on their scheduled day off, they will be paid for their time pursuant to paragraph F.
- F. For the period of the pilot program, non-exempt employees shall be paid overtime at a rate of time-and-a-half for hours worked over thirty two (32) hours in a week, at the hourly rate reflected in the 2022 Collective Bargaining Agreement, or eight (8) hours in a day. Non-exempt employees shall be paid at double this hourly rate for hours worked in excess of sixty (60) in a week.
- G. For the period of the pilot program, exempt employees shall accrue compensatory time on an hour-for-hour basis for hours worked over thirty-two (32) hours in a week.
- H. After the first two (2) months of the pilot program, Centro Legal and the Union shall meet to evaluate the program and confer over continuing it beyond the initial three (3)

**SIDE LETTER AGREEMENT  
BETWEEN CENTRO LEGAL DE LA RAZA AND IFPTE LOCAL 20**

**32-Hour Workweek Pilot Program**

**January 17, 2023**

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month period. The parties shall meet for this purpose no later than September 10, 2023. Issues to be considered in this negotiation will include, but are not limited to, the financial impact of the reduced workweek, its impact on client services, and its effect on staff. If the parties mutually agree to go forward with a permanent 4 day work week, Centro Legal and the Union will meet and confer about the terms of the permanent 4 day work week and any policies affected by a permanent 4 day work week.

- I. After negotiations and in the absence of a mutually agreed upon extension arising from such negotiations, effective the week beginning on October 9, 2023, employees will return to working a 40-hour per week schedule, hourly pay will continue to remain at the salary schedule in place prior to the pilot, and the applicable contract language that is being temporarily suspended or modified under this side letter will be reapplied going forward. However, this return to prior conditions will be delayed if the parties mutually decide to extend the negotiations process.

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**FOR CENTRO LEGAL:**

**FOR IFPTE LOCAL 20:**

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**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_