



MEMORANDUM OF UNDERSTANDING

2022-2025

BETWEEN THE

Legal Services for Children

AND THE

ENGINEERS AND SCIENTISTS OF CALIFORNIA

LOCAL 20

INTERNATIONAL FEDERATION OF PROFESSIONAL

AND

TECHNICAL ENGINEERS, AFL-CIO & CLC

(ESC)

FOR THE

Legal employees

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ARTICLE 1

SCOPE OF AGREEMENT

Section 1. This agreement contains the entire understanding, undertaking and agreement of Legal Services for Children and the Union and finally determines all matters of collective bargaining for its term. Changes to the Agreement must be reduced to writing and executed by both Legal Services for Children and the Union to be effective.

Section 2. Personnel Manual. If there are conflicts between this Agreement and the employer's Personnel Manual, this Agreement shall govern. Where there are no conflicts and, in those areas, not addressed specifically by this Agreement, the Manual shall govern.

If the employer desires to revise the Personnel Manual, or an existing work rule or policy or establish a new rule which is not part of this Agreement, the union must be given advance notice of the proposed change. If the union does not agree to the proposed change, LSC will not implement the change until the parties have bargained in good faith concerning the proposed change.

Section 3. Successorship. This Agreement shall bind the signatories hereto, as well as their successors and assigns. The employer shall give reasonable advance notice to the Union of any proposed merger or consolidation and shall advise the third party of the terms and conditions of this Agreement prior to concluding any such transaction.

ARTICLE 2

UNION

Section 2.1. Union Recognition

- A. The Employer recognizes the Union as the exclusive collective bargaining representative of employees of Legal Services for Children in the classifications listed in Appendix A.
- B. Legal Services for Children agrees to give advance written notice to the Union of its intention to create new positions within the organization so that the Union may bargain to determine inclusion in the bargaining unit, and wages and working conditions for the new classification. The Employer may not move forward with posting such positions until that process is completed, as long as that process is completed within two weeks.
- C. If the Employer contemplates promoting an employee to a newly created position, Legal Services for Children will meet and bargain with the Union over salary if the position does not fit within the existing salary scale.

D. The Employer shall notify the Union of any new hires within 10 days of hiring.

Section 2.2. Union Check-Off

- A. Union Membership and Service Fee: Within the first thirty (30) days of employment, all employees subject to this Agreement shall be required to either: (1) join and remain a member of the Union or (2) pay a service fee in lieu of membership dues.
- B. Check off of Dues: LSC will deduct from employees' wages and turn over to the proper officers of the Union the membership dues and/or Agency Fees of each employee who individually and voluntarily certifies in writing that they authorize such deductions.
- C. Legislative Education and Action Program (LEAP) Deductions: Employees may make LEAP contributions through payroll deductions. LSC agrees to deduct LEAP contributions on a per pay period basis from the paycheck of each unit member who voluntarily executes and delivers to the Employer a valid LEAP deduction authorization form. LEAP deductions may be canceled by the employee with thirty (30) days notice to the Union and Employer.

Section 2.3. Union Meetings

The Union shall be permitted to hold meetings, as scheduling permits, on Legal Services for Children premises. The Executive Director and the Director of Operations will be notified of upcoming meetings by electronic mail at least one week in advance, or as soon as possible in emergency situations, by electronic mail. The Union shall also put such meetings on the office calendar. Legal Services for Children shall provide coverage for front desk staff to attend a one-hour lunch Union meeting each month. The Union will endeavor to give Legal Services for Children sufficient notice to facilitate coverage of the front desk.

Section 2.4. Union Time

- A. Union officers (including stewards and committee members) will be permitted to spend up to one hour per day, up to a maximum of 10 hours per month, to perform the Union's legitimate representational duties, including grievance handling, unfair labor practices, and collective bargaining preparation and negotiations so long as this does not unduly interfere with or hinder the progress of work.
- B. Officers shall notify their supervisor before leave is taken. Supervisors will not deny leave without good reason and must provide that reason in writing. It is understood that internal Union business (e.g., internal Union elections, financial record keeping, etc.) will be conducted during non-work time. Officers shall schedule time to perform their duties in a manner that does not conflict with work obligations. In the event a supervisor determines that use of Union time will unduly interfere with or hinder the progress of work, the supervisor will inform the officer, in writing, of the earliest possible time and date when the Union time may be taken.

- C. During the time when the contract is being negotiated, additional time will be needed by the negotiating committee. As officers and negotiating committee members are elected, the Union will notify management and note such changes on a shared directory.
- D. When new employees are hired into the bargaining unit a steward shall be permitted one hour of work time to conduct an orientation with the new hire.

Section 2.5. Financial Statements

Legal Services for Children will provide financial information to the Union on a quarterly basis. The information is to be provided within two months of the end of the period and will include the regularly prepared income statements and, in mid-year, income projections for the full year. The Union will treat all Legal Services for Children-provided financial information confidentially, including not distributing copies (except on a temporary basis during a meeting) to members. Nothing in this agreement precludes Legal Services for Children's right to review financial information at staff meetings.

Section 2.6. Union/Management Meetings

A Labor Management Committee shall be established and utilized to discuss and make recommendations regarding labor/management and professional practices of mutual concern, such as office relocation, the creation of a new position, technology, personnel needs, and major expenditures that impact the entire organization. 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 relevant decision-making body.

The Labor Management Committee will include up to four representatives selected by the Union, and up to four representatives selected by management. Meetings will be scheduled as needed with a minimum of six meetings a year. The meetings shall be co-chaired by one member of management and one member of the union. Agendas shall be circulated no less than three days in advance of any meeting and minutes shall be taken and circulated no later than five days after any meeting. A non-LSC employee may attend, as a Union or management representative, to assist in labor management issues not to include renegotiation of contract terms

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

Nothing in this section changes the final decision making authority over specific items as defined in Management Rights.

Section 2.7. Union Acknowledgment

Legal Services for Children shall recognize the bargaining unit's affiliation with ESC by:

1. Displaying a union bug on Legal Services for Children’s website
2. Posting a statement acknowledging this affiliation in a public area in the workplace
3. Displaying a union bug on Legal Services for Children printed materials, whenever feasible.

Section 2.8. Union Communications

- A. Announcements of Union business may be circulated to members of the bargaining unit via Legal Services for Children electronic mail and via other forms of digital communication hosted or paid for by Legal Services for Children.
- 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 Legal Services for Children management.

Section 2.9. Legal Services for Children Board

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

ARTICLE 3

POSITION CREATION, HIRING, VACANCIES

Section 3.1. Hiring

LSC recognizes the importance of input into the creation of new positions and external hiring decisions by staff members whose work will be impacted by a new employee. Accordingly, the union and the Clinical Director, or other management team member if unavailable, will choose a staff member from the affected area of work (or, if no such person is available, another staff member) to participate in the following areas:

1. Defining job qualifications
2. Identifying where the job announcement should be circulated
3. One manager and one member of staff will collaborate to select candidates to be interviewed from the applicant pool.

4. Interview, evaluate candidates' qualification and review any materials formally submitted in support of the application. The interviewing team will only consider information shared in the formal application process.
5. A different manager and member of staff will participate in the second interview.
6. The interview team will make a recommendation in writing after interviews are completed and will then meet with management to discuss. Management will give strong preference to the recommended candidate. Management, after reviewing references, will retain ultimate discretion on hiring. Upon request management will provide information related to the final hiring decision to the interviewing team if there are no privacy or legal concerns.

Section 3.2. Posting and Filling Vacant/New Positions

Whenever possible, qualified employees will receive a strong preference for any new or open position. This preference does not extend to contract employees and volunteers.

Announcement of a new or open position will be circulated among staff for five days before wider advertisement outside of LSC. If a staff member expresses interest in the position, they should notify their supervisor. The interested staff member will meet with the relevant management team members for an informal interview as soon possible, or within 2 weeks of the staff member expressing interest. During this time period, LSC will hold off advertising the position externally. If the staff member is approved for the new position, LSC will not advertise externally, with the exception of management team positions, which will always be posted, but five days after the internal posting.

If an internal applicant is not chosen, upon request, the employer will provide an explanation to that applicant.

Any employee laid off within twelve months of the announcement will be considered per Article 5 of this Agreement.

Section 3.3. Seniority

A. Seniority shall be counted from the first day of employment, as noted in the employment offer letter, including time as a fellow (salary paid by LSC, for example: EJW and Skadden fellows), and temporary employee if subsequently hired for permanent employment, and will accrue based on the number of years of employment with LSC. Seniority affects layoffs, vacation accrual, and office assignment policy for bargaining unit members.

B. Breaks in Service

1. Layoffs: Regular employees who are laid off and subsequently reinstated within 2 years shall not lose seniority.
2. Voluntary Resignations: Regular employees who voluntarily resign and are rehired within 2 years will be reinstated without loss of seniority, and the employee's prior seniority will be credited less their period time away.
3. Leaves of Absence: An employee on leave of absence shall continue to accrue seniority. However, an employee on a non-paid/non-medical, non-protected leave of absence shall continue to accrue seniority for the first two months of leave only.

Section 3.4. Orientation and Onboarding

When a new employee is hired, the union shall be notified, and a union representative shall be permitted to meet with the employee for thirty minutes to answer any union or contract-related questions.

Supervisors will train and orient new employees. If the supervisor does not train the new employee, they shall designate staff members who are familiar with the job duties to provide training. The supervisor shall share expectations about the training with the designee and is ultimately responsible for completing the training and onboarding.

Section 3.5. Introductory Period

- A. New employees are required to serve an introductory period of six months, excluding time lost due to absences.
- B. The introductory period is considered a period of mutual evaluation during which LSC will provide feedback if areas of concern arise about work performance or responsibilities and the employee will share any concerns they may have with the employer.
- C. A performance evaluation shall be completed and discussed with the employee at least midway into the introductory period. All new employees shall have a review before their introductory period ends. At that review, the supervisor will share feedback and notify the employee about whether they are expected to pass their introductory period. If the employer believes the employee's performance is unsatisfactory, it must meet with the employee at least mid-way through the introductory period. At that meeting the supervisor will share a detailed description of the specific criteria that must be met to successfully complete the introductory period and work with the employee to create a plan to support the employee's successful completion.
- D. Employees serving an introductory period shall be covered by all provisions of this Agreement other than the grievance procedure for discipline/discharge matters or the progressive discipline process. During the introductory period the employment relationship is terminable at will.

Section 3.6. Exit Interview

- A. Exit interviews provide valuable feedback and suggestions for organizational improvement.
- B. Upon layoff, voluntary resignation, or separation for reasons other than termination an employee must be offered an exit interview with LSC HR consultant and a union steward or a member of the bargaining unit. The interview will take place before separation unless the parties mutually agree to schedule it after separation.
- C. 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.
- D. Except where disclosure or investigation is required by law, the departing employee shall be provided the opportunity to determine whether some or all of the information disclosed in the interview shall be kept confidential or may instead be disclosed to the Labor Management Committee. The employer will maintain detailed written records of the interviews and will work with the Labor Management Committee to address departing employees' concerns.

ARTICLE 4

TEMPORARY EMPLOYEES

A. Temporary Employees

- 1. 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 Article 2 of this Agreement.
- 2. Temporary employees are excluded from the bargaining unit. Workers who provide services as independent contractors are not covered by this Agreement
- 3. 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, and law clerk interns.
- 4. Temporary Employees may be used for a period not to exceed the length of the special project or the length of the leave of absence for which the employee was hired to cover, provided such period does not exceed one year in duration, with the exception of grant-funded positions if the grant period is for up to two years, in which case the period

may be two years. This period may be extended by mutual agreement of the parties. LSC 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.

5. Temporary Employees retained beyond the special project or leave of absence time frame, or such other mutually agreed upon timeframe, will become a regular full-time employee with all rights and benefits as provided in this Agreement. There are two exceptions to this rule: (a) If the special project for which the temporary employee was retained is not completed in the timeframe expected, then the temporary employee's term may be extended with agreement of the Union until the project is completed without converting to regular full-time employee status; and (b) In the case of temporary staffing replacement for an employee leave, the temporary period may be mutually extended to match the length of the employee's projected leave of absence without converting the temporary employee to regular employee status. Temporary employees will be paid the salaries and wage rates provided for under this Agreement. Temporary employees also will be eligible for holidays, vacation, sick leave and medical benefits as provided under this Agreement, except that employees who are hired for a period not to exceed 90 days will not receive vacation time or medical benefits.

6. Temporary Employees shall be hired under the process outlined in Article 3, section 1. Under certain circumstances the employer may seek a waiver from the union and bypass this process. In cases where a waiver is granted the temporary employee must go through a full hiring process before becoming a permanent employee.

B. Fellows

1. LSC agrees that for fellowship agreements/contracts lasting at least 12 months, will be covered by this Agreement. Fellows will accrue sick and vacation leave at the rate of permanent LSC 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 Article 3 of this Agreement. Fellows shall not earn or accrue seniority under this Agreement, unless they subsequently are hired as regular employees. To the extent that the terms of a fellowship conflict with this Agreement, the terms of the fellowship shall govern and shall supersede this Agreement. For the purposes of this Agreement, Fellows are workers whose salary is supported by outside funders, whose work is focused on professional development or academic research and are not receiving academic credit for the work.

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

LSC 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. LSC will not use volunteers to replace or reduce the current level of staffing and hours for regular part-time and full-time employees. The Labor Management Committee periodically may review the use of temporary employees/volunteers/etc. to provide input on their effect on workload and staffing requirements.

ARTICLE 5

CONTRACT ADMINISTRATION

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Purpose

The purpose of this section is to establish a process for the settlement of grievances relating to claimed violation, misinterpretation, or misapplication of any provision of this Agreement, including discharge, suspension, or other disciplinary action. Because the parties recognize that most disputes are best resolved through informal discussion between an employee and the employee's immediate supervisor, such attempted informal resolution is a prerequisite to an employee proceeding with the formal grievance procedure set forth below. An employee may elect to have a union steward present during any discussion regarding job performance or any other matter which the employee believes may lead to discipline. If an employee requests a union steward such discussion shall commence in a reasonable period of time. If informal resolution fails within ten days of its commencement, the procedure outlined below may be initiated.

Section 5.2. Grievance Procedure

Step 1. Each grievance shall be presented by the employee to the employee's direct supervisor in writing (i.e. email or handwritten) within thirty (30) calendar days after the employee knew, or reasonably should have known, of the event causing the grievance. The grievance shall state the basis for the complaint and the resolution desired and be clear that it is a documented grievance. Within ten (10) days of receipt of the grievance the supervisor shall meet with the grievant and a union steward to discuss the matter and exchange relevant information. The supervisor shall provide a written answer to the grievant and the union steward within ten (10) days of said meeting. A grievance directed at an employee's immediate supervisor must be initiated at Step 2 of the Grievance Procedure within thirty (30) calendar days.

Step 2. If the grievance has not been settled at Step 1, the union may present it to the Executive Director or their designee within ten (10) days of receipt by the grievance and the union steward of the Step 1 answer. No later than ten (10) days thereafter the Executive Director or their designee shall hold a meeting with the grievant and the union steward. Each side may present relevant information. Within fifteen (15) days after the end of the meeting the Executive Director or their designee will respond in writing to the grievant and the union steward. If the employee's grievance concerns their supervisor they may file a Step 2 grievance directly with the Executive Director or their designee.

Step 3. The union may request arbitration of any grievance which in its view has not been resolved satisfactorily by Management's Step 2 written response. Any such request must be made within twenty (20) calendar days of receipt by the union of the Step 2 written response. If the parties cannot agree on the selection of an impartial arbitrator, the union and management shall select an arbitrator from a panel(s) of arbitrators supplied by the Federal Mediation and Conciliation Service using an alternate strike procedure. The parties shall share the cost of the arbitration equally. The arbitrator's decision shall be final and binding on all parties, but the arbitrator shall have no authority to add to, subtract from, or modify in any way, the provisions of this Agreement.

Section 5.3. Time Limits

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

DISCIPLINE AND DISCHARGE

Section 5.4 - Just Cause

No employee who has completed their probationary period shall be disciplined or discharged for job performance or violation of employment rules of conduct without just cause. In determining appropriate disciplinary action, management will consider the severity of the offense or shortcoming and the employee's work record. All discipline will be administered in a fair and consistent fashion, and in accordance with Section 3.6. If a meeting is held to discipline an employee, that employee shall be advised of their right to have a union steward present at the meeting.

Section 5.5. Issue Resolution

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

Section 5.6. Progressive Discipline

After discussion between an employee and management at each step of the process below discipline will be administered progressively in the following way, unless the severity of the offense (e.g. theft, threats, physical endangerment, fraud, sexual harassment, or extraordinary unethical behavior the employee knew or should have known could seriously affect the organization's interests) warrants otherwise:

- Informal counseling.
- Verbal reprimand.
- Written reprimand, including required corrective action within a specified period of time.
- Written Performance Improvement Plan ("PIP") to be given to an employee indicating areas that are below job expectations and identifying specific ways in which the employee may improve performance in a stated reasonable period of time. A PIP is designed to facilitate a constructive discussion between an employee and supervisor (and union steward if requested) about work requirements, including established standards and expectations in one or more significant position requirements. The PIP and an employee's written response, if any, will be placed in the employee's personnel file.
- Termination

Section 5.7. Documented Discipline

All discipline beyond informal counseling will be placed in an employee's personnel file. The employee shall have the right to provide a written response to the discipline and such response will be included in the employee's personnel file. Prior discipline will not be used in assessing future discipline unless said prior discipline occurred within the previous twelve months and is relevant to the current issue. Any discipline shall be removed from an employee's personnel file after one year.

Section 5.8. Notice of Termination

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

LAYOFF & RECALL

Section 5.9. Reduction in Staff

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

LSC shall promptly provide notice to the Union and an opportunity to bargain when it believes layoffs may be necessary. The parties will explore alternatives before any decision is made to proceed with layoffs (such as furloughing staff, salary reductions or a salary freeze). LSC agrees that it will make an effort to retain represented staff.

If layoffs of represented staff become necessary due to staff reductions, represented staff shall be laid off in reverse seniority. In the event that this is not feasible based on program needs, the parties will meet and confer to develop a solution.

Employees who are affected by the projected reduction in staff shall be given no less than 30 working days' notice in writing of the projected reduction.

Section 5.10. Severance

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

(1) After completion of an employee's probationary period through the first year of employment they shall receive two (2) months' pay; (2) starting the fifth year of employment the employee shall receive an additional week of pay for each year of employment.

Section 5.11. Recall

An employee covered by this Agreement who is laid off shall have recall rights for a period of 12 months to be considered for rehire for any job for which they are qualified and able to perform. Management shall notify all employees with recall rights of job openings and advise that they may apply. Former employees who apply will be given an initial screening interview and if deemed qualified by management for the position will be rehired before hiring of equally qualified new employees for those openings. If an employee with recall rights applies for a position and is not rehired Management will notify that employee and upon request Management will advise the Union of the reason for its decision. If someone is re-hired within the period that

severance has been paid, they will be asked to partially reimburse or not collect a full salary in order to avoid double-payment.

ARTICLE 6

HEALTH & WELL-BEING

Section 6.1. Health & Safety

LSC will work with employees to provide a safe and healthy work environment. This shall include providing equipment necessary to work safely at home if the employee is approved to telecommute, but only one set of equipment will be provided. No employee shall be required to work under conditions which the employee has a reasonable, good-faith belief are injurious to his or her health. Any employee who is aware of such conditions, or any potential health or safety hazards, must immediately bring them to the attention of management.

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

LSC will provide employees with a yearly ergonomic training. In addition, each employee will be provided with an individual ergonomic evaluation upon request. LSC will procure recommended ergonomic equipment as needed in their office work space, as soon as such equipment can be ordered and obtained after the ergonomic evaluation or after learning of an employee's need for such equipment. LSC shall not refuse to provide any ergonomic equipment recommended by the ergonomic evaluator or by an employee's doctor. Any equipment provided to an employee will remain LSC property. Any preventative equipment above \$100 shall only be purchased at the recommendation of the ergonomic evaluator. If an employee requires special equipment due to a non-work related injury, LSC will require a doctor's note and work with the employee to see if any of the costs can be covered by the employee's insurance. The employer will provide any needed equipment to accommodate any disability and will request a doctor's note for anything over \$100.

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

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

LSC will establish an emergency evacuation plan and will conduct regular practice evacuations. LSC will establish clear protocols with staff input around emergency response, working with CPS or the police and 5150 calls and will conduct regular trainings on those protocols.

Section 6.2. Breastfeeding

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 may use additional unpaid time as necessary.
2. A private place to express milk. The employer will make a private room (not a restroom) available for employees to express breast milk. The private room will have a comfortable chair, electrical outlet, small refrigerator, and locking door. Expressed milk can be stored in either the private room or the kitchen refrigerator. If at any time an employee is using the room for a purpose other than expressing milk, the space must be relinquished to an employee needing it for lactation.

ARTICLE 7 WORKING HOURS

Section 7.1. Work Day

A. Normal Work Week

A regular work day at Legal Services for Children ("LSC") is 9 am - 5 pm. All full-time staff are expected to work between 7-8 hours per day and 35-40 hours per week to have worked a full workweek.

1. Non-exempt employees are expected to work between 7-8 hours per day and 35-40 hours per week. Employees' daily schedules may vary consistent with their professional obligations. Non-exempt employees must seek advance authorization from their supervisor before working overtime.

2. Exempt employees are expected to work approximately 35-40 hours per week; however, they are not required to work a specific number of hours nor are they restricted in how many hours they can work in a day. Although exempt employees are encouraged and expected to be available and responsive to the needs of LSC and its clients from 9-5 daily, they may exercise professional judgment in being responsive to the needs of LSC and its clients and are

entitled to vary their schedules as needed. A significant variance (which would include not coming in for a full regular work day after working on a weekend or after working a significant number of extra hours in the previous weeks) should be communicated in advance by the employee's supervisor either in regular supervision or by email. These variances are considered "flex time" and are for when a particular circumstance makes it necessary to work outside of regular work hours.

B. Overtime

1. Non-exempt employees: Hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid overtime at one-and-one half (1-1/2) times their regular rate of pay. Hours worked in excess of twelve (12) hours in a day or on the seventh (7th) consecutive day worked in the organization's standard workweek (Monday through Sunday) will be paid overtime at two (2) times their regular rate of pay. If a non-exempt employee elects to work an alternative workweek with regular work days exceeding eight hours in a day but less than forty hours in a week they will not be paid overtime. In such cases the employee shall sign a waiver explaining the overtime rules for alternative workweeks. A non-exempt employee must seek advance authorization from their supervisor before working overtime.

C. Breaks

Employees shall be entitled to paid 10-minute rest periods and paid 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
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If a non-exempt employee is not relieved of all duty during their break, they shall be entitled to one hour of penalty pay for each missed break. Pay for missed breaks shall be included in the employee's next paycheck. Employees are responsible for taking their allocated break. If there are any issues, employees should speak to their direct supervisor.

D. Part-Time Employment

1. By mutual agreement between LSC and the exempt employee, a part-time schedule may be established with wages, vacation, sick leave, and other paid leaves being pro-rated in the ratio that the part-time schedule bears to a regular full-time schedule. Part-time employees who work a regular schedule of at least 30 hours per week will continue to be covered by employer-provided insured benefit and retirement plans.
2. If a part-time exempt employee is consistently required to work on days or hours when they otherwise would have been off based on their part-time schedule, the parties agree to meet, review and discuss the appropriate salary and/or workload for the employee.
3. Part-time hourly non-exempt employees who are temporarily assigned to work additional hours will be compensated for all hours worked. Should a part-time non-exempt employee work in excess of eight (8) hours in a day or forty (40) hours in a week they will be entitled to overtime as described above.

E. Telecommuting and Hybrid Work Schedules

LSC recognizes the benefits to the office environment and to employees' personal and family lives of a flexible work location and schedule. Employees may telecommute consistent with employees' job and professional responsibilities and LSC client needs so long as adequate staffing is available in the office (for example, to ensure adequate supervision of students and staff, and meeting with clients).

The parties agree that when LSC's offices reopen the Labor Management Committee will negotiate a hybrid and/or alternative work hours agreement.

F. Workload Management

1. A discussion of workload and capacity shall be a part of regular check-ins with supervisors to ensure employees have a work life balance. The supervisor and management will work to address situations where an employee is experiencing a prolonged excessive workload.

ARTICLE 8

VACATION, HOLIDAYS, and LEAVE

Section 8.1. Vacation Accrual and Use

All eligible employees earn vacation leave from their first day of employment. Full time employees accrue vacation leave based on the employee's length of service as set forth below. Part-time employees working more than twenty-four (24) hours a week accrue vacation on a prorated basis in relation to their FTE. 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	Rate of Accrual
0 through 2 years	10.00 hrs/month 15 days (120 hrs)
2 through 5 years	13.33 hrs/month 20 days (160 hrs)
5 or more years	16.67 hrs/month 25 days (200 hrs)

- A. Vacation accrues during paid time off. A compensated holiday that falls within an employee's vacation will not be charged as a vacation day for that employee.
- B. Vacation accruals may not exceed one and a half times the employee's current annual entitlement. Once this maximum is reached, the employee will not accrue any additional vacation until after the employee has taken vacation and the employee's accrued vacation has dropped below the maximum accrual permitted under this policy. When an employee reaches one hundred hours of accruals their supervisor will notify the employee about the cap and offer to work on a coverage plan if the employee wishes to take time off.
- C. Vacation requests for a period of more than one week should be submitted by employees to their immediate supervisor for approval at least two weeks prior to the commencement of a vacation period. In circumstances where the employee is unable to provide one week's notice the supervisor shall try to accommodate the request. Vacation requests shall not unreasonably be denied.
- D. Exempt employees may take vacation time in hourly increments.
- E. An employee may be on advanced vacation leave with approval of the Executive Director. Requests must be submitted in writing to the Executive Director at least four weeks in advance. Approval of such requests are at the discretion of the Executive

Director. No employee shall be granted a vacation advance while they still have a negative vacation balance.

- F. No Pay In Lieu of Vacation: No employee will receive pay in lieu of vacation except on termination of their employment unless the employee has deferred vacation at LCS's written request or has obtained LCS's prior written agreement to provide payment to the employee in lieu of vacation.
- G. Vacation Pay on Termination: On termination of employment, the employee will be paid any accrued but unused vacation at the employee's regular rate of pay. Employees may not extend their last day of work through the end of any accrued vacation for the purpose of remaining enrolled under LSC's medical coverage or for any other reason.
- H. Vacation Accrual During Periods of Leaves of Absence: Vacation continues to accrue when an employee uses an LSC paid form of leave, such as vacation, sabbatical and sick leave. In general, no vacation accrues during an unpaid leave. However, if an employee is on disability leave, the employee will continue to accrue vacation up to the first 60 days of leave, unless otherwise required by law.

Section 8.2. Holidays

The following days are paid holidays for all full and part-time employees: (1) New Year's Day; (2) Martin Luther King Day; (3) May 1st; (4) Presidents' Day; (5) Cesar Chavez Day; (6) Memorial Day; (7) Juneteenth; (8) Independence Day; (9) Labor Day; (10) Indigenous Peoples' Day; (11) Veterans' Day; (12) Thanksgiving Day; (13) Day after Thanksgiving; (15) Birthday holiday; and (16) all work days from Christmas Eve to New Year's Day, inclusive, will be considered LSC holidays and the office will be closed.

- A. Holidays that fall on a Saturday will be observed on the preceding Friday. Holidays that fall on a Sunday will be observed on the following Monday.
- B. Upon request, LSC will accommodate an alternate holiday schedule for employees who observe religious holidays not included above resulting in the same number of total holidays.
- C. If a nonexempt employee is required to work on a holiday, they may take another day off in lieu of the holiday or, with the Executive Director's advance approval, that employee can elect to receive double pay for such holiday. 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 three months, but will not be paid any additional pay for working on the holiday.
- D. Part-time employees will be paid for holidays that fall on their regularly scheduled workday based on their regularly scheduled hours for that day.
- E. A compensated holiday that falls within an employee's vacation or sabbatical will not be charged as a vacation or sabbatical day for that employee. A compensated holiday that occurs while an employee is on State Disability Insurance "SDI" or Paid Family Leave "PFL", will be paid and integrated with SDI or PFL. If the holiday falls while the

employee is using paid parental or caregiver 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.

Section 8.3. Sick Leave

Sick leave is paid time off that an employee may use for the illness or medical needs of the employee or the employee's spouse, domestic partner, children, family members or designated person. An employee may designate a person who does not fall in the categories described above for whom they may use paid sick leave to provide aid or care. LSC will provide employees notice of their right to designate a person within 5 days of the start of their employment. An employee of LSC may make the initial designation and update that designation at any time.

- A. All regular full-time employees earn twelve sick days per year (96 hours), given annually on January 1. New employees who begin working at LSC after January 1 are eligible to receive sick leave on a pro-rata basis based on the portion of the year they are employed by LSC. Part-time employees and temporary employees working less than one year are eligible to receive sick leave on a pro-rata basis. Sick leave may be used at any time after it is earned and may be carried forward from one year to the next up to a maximum of twenty-five (25) days, unless otherwise required by law. Sick leave is not earned during any leave without pay, or time otherwise not worked or paid.
- B. Disability benefits provided to an employee under LSC's insurance policies, if any, will be deducted from the amount of sick leave payments to which an employee would otherwise be entitled, unless otherwise prohibited by law.
- C. Unused sick leave will not be paid to an employee whose employment by LSC terminates for any reason. Unused sick leave will be reinstated without penalty should an employee become reemployed by LSC within 120 days of termination, unless otherwise required by law.

Section 8.4. Family and Medical Leave

LSC will provide eligible employees with family and medical leave benefits under the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the California Pregnancy Disability Leave Act. Coordination of the two statutes will be determined on a case by case basis. The statutory provisions with the more generous benefits will be applied in each case. Additional time off may be provided as a reasonable accommodation for a disability to the extent required by law. Detailed benefit information is set forth in LSC's Personnel Manual.

Section 8.5. Parental Leave

Employees who have worked for LSC for at least one year may take up to six months parental leave and shall be paid their full salary for **two weeks** of that time. Detailed benefit information is set forth in LSC's Personnel Manual.

Section 8.6. Personal Emergencies Leave

All employees are entitled to take time off for personal emergencies other than for illnesses ("Personal Emergency Days"). Personal Emergency Days can be used in unforeseeable circumstances such as:

1. Visiting a close relative who is very ill;
2. Helping with a family emergency;
3. Bereavement; and
4. Participating in unforeseen social justice actions.

Employees should take other forms of leave for foreseeable circumstances. All employees are entitled to take five (5) personal emergency days per emergency, up to ten (10) total days per calendar year. Employees who use Personal Emergency Days to participate in social justice action may use three (3) of their ten (10) annual Personal Emergency Days.

All Personal Emergency Day requests must be approved by a member of the management team.

Section 8.7. Sabbatical Leave

A. Eligibility

- a. Except as provided in Section 8.7(B), employees shall be eligible for a sabbatical of five (5) consecutive weeks (25 working days) for every four (4) years of employment at LSC to be paid at the regular rate of pay with no loss of benefits. Eligibility for such leaves shall be based on each employee's employment anniversary or the day after the last day of their last sabbatical, whichever is later. Breaks in employment of less than 6 months do not change employee's employment anniversary for purposes of this section. Time spent working at LSC in a fully paid, full-time fellowship will be considered in calculating years of service for eligibility for sabbatical leave. The Executive Director may delay the eligibility date of any employee who takes one or more unpaid leaves of absence that are cumulatively longer than 20 working days within any 12-month period.

B. Rollout of Policy

- a. Employees who would have become eligible for a sabbatical under LSC's prior policy within one year after the ratification of this contract shall be eligible to

schedule a sabbatical for 6 weeks (30 working days). These transitional sabbaticals may be taken up to 6 months in advance of the employee's eligibility date under the prior policy. All other rules in Section 8.7 will apply.

C. Scheduling

- a. Eligibility expires if the sabbatical does not commence within 12 months of the eligibility date. This expiration deadline may be extended, at the discretion of the Executive Director, if the sabbatical is delayed for organizational reasons.
- b. Employees requesting sabbatical leave must submit a Sabbatical Request Form to the employee's direct reporting supervisor and the Executive Director at least three months in advance of the proposed starting date. The date of such leave shall be mutually agreed upon by the employee and LSC. An employee's request shall not be unreasonably denied (including requests submitted less than three months in advance with good cause).
- c. Requests for concurrent sabbaticals among LSC staff will be approved on a first come, first-served basis. In general, sabbatical schedules may not be scheduled concurrently with any other staff's sabbaticals.
- d. Employees with accrued vacation in excess of two-weeks can use up to two weeks of vacation to extend their sabbatical leave.

D. Salary and Benefits During Sabbatical Leave

- a. Sabbatical time is paid at the equivalent of the employee's salary at the time that the employee takes a sabbatical and at the average hourly schedule over the preceding four years. For example, an employee who worked 80% time for two years, 60% time for two years, worked an average full time equivalent schedule of 70% over four years. This employee will be eligible for a sabbatical with pay at 70% of their current salary of \$60,000. An employee may not take a partial sabbatical or break up the period into smaller segments. Sabbatical time is not accrued, and unused sabbatical time is not paid out to employees when employment is severed. Paychecks during sabbatical leave cannot be advanced ahead of the normal pay period. LSC will continue to pay for all health and other benefits for employees on sabbatical. Employees will continue to accrue vacation and sick time during sabbatical. If an employee becomes sick during sabbatical, the employee may not substitute sick days for planned sabbatical time. Holidays that fall within sabbatical periods are not counted as sabbatical time.

E. Post-Sabbatical Period

- a. For three months after returning from a sabbatical leave, employees may not take more than 5 vacation days unless approved by the Executive Director.
- b. By taking a paid sabbatical, employees agree to repay LSC for wages paid during their sabbatical if they resign from the organization within three months of returning from sabbatical leave. LSC may deduct such wages from the departing employee's last paycheck only from accrued vacation time.

Section 8.8. Professional Licensing Study Leave

Paid professional licensing study leave will be provided at the following rates:

- California Bar Examination – 4 weeks
- Licensed Clinical Social Worker (CA Board of Behavioral Science) – 2 weeks
- Board of Immigration Appeals Accredited Representative – 1 week

Employees may take additional leave but must use any accrued vacation leave for this purpose. If vacation leave has been exhausted, the remainder of the leave may be taken as unpaid leave.

The employee will continue to receive benefits during their Study leave. Employees shall be required to take licensing examinations during the first available examination session for which they are eligible that occurs more than three months after their date of hire. Study leave may be used consecutively and may encompass the dates of the examination. An employee will be entitled to only one form of study leave during the course of their employment at LSC.

Section 8.9. Other Leave

LSC provides employees with other types of leave including leave for jury duty, voting, military service, and unpaid personal leave, all of which are set forth in and governed by LSC's Personnel Manual.

ARTICLE 9

PROFESSIONAL DEVELOPMENT AND TRAINING

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

- A. LSC has a commitment to all employees to provide ongoing opportunities for growth and development of skills and knowledge related to their work. The parties agree that the professional development, support and training of staff is a priority for the organization, as is the improvement of the organization's overall performance.
- B. The Labor-Management Committee shall encourage, consider, and disseminate recommendations from staff for training events, and confer regarding training needs.

Section 9.2. Job Descriptions

- A. LSC will provide each regular bargaining unit member a copy of their job description with corresponding employment classification at the time of hiring. The parties recognize that the duties and responsibilities of positions may evolve and change over time. If the employer anticipates making substantial changes to an employee's job duties, it will notify affected employees and the parties shall collaborate to amend the job description.
- B. If a staff member believes that there have been substantial changes and increased responsibilities in their work duties warranting a review of their job description, the staff member can raise the issue with their supervisor. If they are unable to resolve the issue, the employee may request the HR Consultant to conduct such a review and report their findings to the Labor Management Committee.
- C. While this is not universally achievable, when practicable, LSC shall assign employees to one project. The parties will revisit this issue periodically in Labor Management meetings and explore concerns and challenges around this issue.

Section 9.3. Professional Development and Mentorship

- A. Supervisors have the responsibility for supporting employees in their professional development efforts.
- B. Employees shall participate in quarterly check-ins and annual performance evaluations that contain constructive feedback and actionable guidance. As part of the process, a professional development plan will be developed with the purpose of enhancing the employee's professional knowledge, skills, and abilities, within their current job description. The professional development plan shall set forth training, practice, achievement, and similar goals relevant to the employee's work, and shall be completed by the supervisors in consultation with the employee.

- C. As part of the annual review process employees shall have an opportunity to provide confidential feedback on their supervisor.

Section 9.4. Access to Training

- A. Subject to the work, staffing, and financial constraints of LSC, employees will be encouraged to attend job-related professional development sessions during work hours, and may apply for direct payment of costs for the training or reimbursement of the costs (if the employee paid the costs). While employees are strongly encouraged to seek free continuing education classes to maintain licensure, where such classes are not available the employer shall reimburse employees for taking them.
- B. All requests for direct payment to attend professional development sessions and/or reimbursement of training costs, shall be submitted to the employee's supervisor for approval prior to commencement of such training, who shall respond promptly, no later than 5 business days. Spending requests for training expenditures in excess of \$250 a year must be approved by the employee's supervisor, who shall respond promptly, in no later than 5 business days.
- C. In determining whether to approve training and payment/reimbursement of its costs, the supervisor will take into account the needs of the organization and project, as well as training and development needs of the employees. Approval for training and payment/reimbursement of costs shall not be unreasonably withheld.

Section 9.5. Internal Promotions

- A. Immigration Paralegals may request sponsorship for Department of Justice Accreditation.
- B. Senior status - Employees who have worked at LSC for at least 5 years (or who have equivalent experience as outlined in the salary scale in Appendix / __) shall be granted senior status.

Section 9.6. Professional Memberships – Payment of Dues and Fees

LSC will pay for membership fees for staff as follows :

- A. For attorneys: For attorneys who are hired before passing the Bar exam, LSC will pay the fees related to taking the exam, one time. For attorneys who are already licensed, LSC will pay for annual State Bar dues. Subject to finances, LSC may also pay one area of law Section dues (one Section for each attorney, with consideration given to the number of attorneys per Section and the relevance of the Committee's work to that of LSC). LSC also may pay for annual membership dues for one additional organization, such as a local bar association, a professional association such as AILA, or other institutions that have a direct bearing upon the work of LSC.

- B. For social workers: LSC will pay for the initial licensure and tests, one time, and license renewal fees.
- C. For DOJ Accredited Representatives: LSC will pay for the cost of training and materials including test, one time, and renewal fees. In addition, LSC must maintain accreditation.
- D. For paralegals, LSC will pay for required continuing education and, if applicable, any state licensing fees.
- E. For all non-attorney staff, LSC, on an annual basis, will pay for dues for one membership in a professional organization that furthers the employee's professional development and the interests of LSC.

Requests for memberships, including the renewals of memberships, must be submitted to the employee's Supervisor for approval.

The employee's supervisor may also approve additional organizational memberships that further the work, connections, knowledge, expertise, or presence of LSC in particular communities, and will offer the appropriate staff the opportunity to assume those memberships as LSC's representative.

ARTICLE 10

NO DISCRIMINATION OR HARASSMENT

- A. LSC is an equal employment opportunity employer and does not discriminate on the basis of race, color, religious creed, sex (including pregnancy), gender, national origin, ancestry, citizenship, age, medical condition including genetic characteristics, mental or physical disability, military or veteran status, marital status, family responsibilities, caregiver status, sexual orientation, gender identity (including transgender status), gender expression, weight, height, linguistic characteristics (such as accent and limited English proficiency where not substantially job-related), citizenship status, status as a victim of domestic violence, sexual assault, or stalking, HIV/AIDS status, or any other basis prohibited by law. LSC 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. LSC 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.
- C. LSC 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 LSC, 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. LSC's policy regarding discrimination, harassment and retaliation, and the procedures for making a complaint regarding any such conduct, are set forth in the organization's Employee Handbook.

ARTICLE 11

EMPLOYEE BENEFITS – INSURANCE PLANS

Section 11.1. Eligibility, Enrollment, and Premiums

LSC will provide medical, dental, vision, and long-term disability insurance coverage for all eligible employees who are regularly scheduled to work at least 30 hours per week. Eligible employees may enroll their spouses, domestic partners, and child dependents as described in this article in LSC's health, dental, and vision insurance plans. Plan descriptions are available from the Operations Director or insurance brokers.

LSC will cover the full cost of employees' premiums for medical, dental, vision, and long-term disability insurance, except that for medical insurance, LSC will pay only up to the employee's exact cost under LSC's Kaiser 5 plan. Employees who enroll in a plan that is more expensive than Kaiser 5 are responsible for the difference in premiums.

Employees are responsible for 100% of spouses' or domestic partners' premiums for health, dental, and vision insurance.

LSC will cover a percentage of child dependents' premiums for health, dental, and vision insurance, and employees are responsible for the remainder. LSC's contribution to a child dependent's health insurance premiums is based on a percentage of each child's exact cost under LSC's Kaiser 5 plan. Employees may apply the budgeted employer contribution amount towards any plan. LSC will contribute the following to the cost of child dependents' health, dental, and vision insurance:

1. First full pay period after contract ratification through June 2023: 75% of Kaiser 5
2. July 2023-June 2024: 80% of Kaiser 5
3. July 2024 and later: 85% of Kaiser 5

Employees may use pre-tax payroll deductions to pay for any out-of-pocket premium costs of medical, dental or vision coverage.

Section 11.2. Enrollment for New Employees

LSC will provide to new employees information on the available plans within the first three days of employment. It is the responsibility of the employee to return completed application forms within the first week after the first day of employment. Failure to do so may result in denial of

coverage. Employees who waive medical, dental and vision coverage for themselves or their dependents will be asked to waive them in writing and indicate their reason for waiving the benefits. Proof of alternative coverage may be required.

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

Section 11.3. Enrollment for New Dependents

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

Employees may use pre-tax payroll deductions to pay for any out of pocket premium costs of medical, dental or vision coverage.

Section 11.4. Domestic Partner Enrollment

Eligible employees who have domestic partners may enroll their domestic partners in health, dental, or vision insurance. Employees are responsible for their domestic partner's premium cost and may use pre-tax payroll deductions to cover premium costs.

Section 11.5 - Open Enrollment

1. Currently Enrolled Employees and Dependents

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

2. Employees and Dependents Not Currently Enrolled

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

Section 11.6. Medical Insurance

Medical coverage is provided for eligible employees and their spouses, domestic partners, and child dependents. LSC's and employees' contributions to premiums are described in Section 11.1.

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

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

Section 11.7. Dental Insurance

Dental coverage is provided for eligible employees and their spouses, domestic partners, and child dependents. LSC's and employees' contributions to premiums are described in Section 11.1.

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

Section 11.8. Vision Insurance

Vision coverage is provided for eligible employees and their spouses, domestic partners, and child dependents. LSC's and employees' contributions to premiums are described in Section 11.1.

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

Section 11.9. Long-term Disability Insurance (LTD)

Long-term disability insurance is provided at LSC's expense for all eligible employees.

Long-term disability benefits take effect after 180 days of disability. It is the employee's responsibility to apply for this benefit. Employees are provided certificates of insurance upon eligibility for the plan, and may contact the Operations Director or brokers for further information.

Long-term disability benefits may be reduced by the amount of other benefits the employee may be eligible to receive as a result of the disability, e.g., workers' compensation or SDI benefits, such that the maximum benefit from all applicable policies is no more than what the current policy in effect at the time of this Agreement allows.

The Employee Assistance Program (EAP) is available to all eligible employees under long-term disability insurance. EAP covers 5 in-person, phone, or video consultations with a licensed counselor per incident and calendar year.

Section 11.10. Opt-out Cash in Lieu

LSC allows all eligible employees to elect the opt-out cash in lieu arrangement. Employees who choose this arrangement are opting-out of health, dental, and vision insurance and will receive a \$350 monthly, \$175 per pay period, taxable payment. Employees waiving coverage under LSC's plans must have other coverage, e.g., partner's plan or parent's plan, and need to send an email to the Operations Director attesting that other coverage is in place to be eligible for this arrangement.

ARTICLE 12

EMPLOYEE BENEFITS – RETIREMENT PLAN AND OTHER BENEFITS

Section 12.1. Retirement Plan

LSC employees may participate in a 401(k) tax-qualified savings plan through payroll deductions as outlined in the Personnel Manual.

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

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

Section 12.3. Health Flexible Spending Account (Health FSA)

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

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

LSC shall provide pre-tax transportation benefits to employees in accordance with the San Francisco Commuter Benefits Ordinance. Employees of LSC may elect to reduce their salaries and use pre-tax dollars to pay for transit passes and/or qualified parking up to the allowable limits. Qualified parking means: (a) parking on or near the business premises of LSC; or (b) parking on or near a location from which employees commute to work via mass transit, a

vanpool or carpool. Certain transit passes, as LSC makes them available, may also be purchased through this Program.

Section 12.5. Business Use of Personal Electronic Devices Reimbursement

LSC shall provide exempt staff with a stipend of seventy-five (75) dollars per month for use of personal electronic devices (“PED”), such as cellphones, smartphones, or tablets, for work related purposes. LSC will reimburse for the use of one PED only. If PED use for work purposes is ongoing, employees will certify their eligibility for the PED stipend on an annual basis only. Employees who believe that their reasonable and necessary PED expenses exceed their stipends should contact their supervisor and submit supporting documentation.

Section 12.6. Reimbursement of Travel Expenses

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

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

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

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

Section 12.7. Reimbursement of Work-Related Expenses

LSC shall reimburse employees for all reasonable and necessary 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.

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.

ARTICLE 13
COMPENSATION

13.1. Salary Schedule & COLA

The salary schedule as of October 3, 2022 is:

LSC Salary Scale through June 2023

Salary Step	Staff Attorney/ Senior Social worker	Senior Attorney/ Senior Social worker	Associate/ Coordinator/Advocate	Senior Associate/ Senior Advocate
Starting	71.500		59.500	
1	73.500		61.500	
2	75.500		63.500	
3	77.500		65.500	
4	79.500		67.500	
5		86.500	71.500	74.500
6		88.500	73.500	76.500
7		90.500	75.500	78.500
8		92.500	77.500	80.500
9		94.500	79.500	82.500
10		96.500	81.500	84.500
11		98.500	83.500	86.500
12		101.500	85.500	88.500
13		103.500	87.500	90.500
14		105.500	89.500	92.500
15		107.500	91.500	94.500
16		109.500	93.500	96.500
17		111.500	95.500	98.500
18		113.500	97.500	100.500
19		115.500	99.500	102.500

20		117.500	101.500	104.500
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LSC Salary Scale July 2023-June 2024

Salary Step	Staff Attorney/ Senior Social worker	Senior Attorney/ Senior Social worker	Associate/ Coordinator/Advocate	Senior Associate/ Senior Advocate
Starting	73.645		61.285	
1	75.705		63.345	
2	77.765		65.405	
3	79.825		67.465	
4	81.885		69.525	
5		89.095	73.645	76.735
6		91.155	75.705	78.795
7		93.215	77.765	80.855
8		95.275	79.825	82.915
9		97.335	81.885	84.975
10		99.395	83.945	87.035
11		101.455	86.005	89.095
12		104.545	88.065	91.155
13		106.605	90.125	93.215
14		108.665	92.185	95.275
15		110.725	94.245	97.335
16		112.785	96.305	99.395
17		114.845	98.365	101.455
18		116.905	100.425	103.515
19		118.965	102.485	105.575
20		121.025	104.545	107.635

LSC Salary Scale July 2024-June 2025

Salary Step	Staff Attorney/ Senior Social worker	Senior Attorney/ Senior Social worker	Associate/ Coordinator/Advocate	Senior Associate/ Senior Advocate
Starting	75.854		63.124	
1	77.976		65.245	
2	80.098		67.367	
3	82.220		69.489	
4	84.342		71.611	
5		91.768	75.854	79.037
6		93.890	77.976	81.159
7		96.011	80.098	83.281
8		98.133	82.220	85.402
9		100.255	84.342	87.524
10		102.377	86.463	89.64
11		104.499	88.585	91.768
12		107.681	90.707	93.890
13		109.803	92.829	96.011
14		111.925	94.951	98.133
15		114.047	97.072	100.255

16		116.169	99.194	102.377
17		118.290	101.316	104.499
18		120.412	103.438	106.620
19		122.534	105.560	108.742
20		124.656	107.681	110.864

- A. Every year on July 1st employees shall advance to the next step on the salary scale. Some employees hired within the last quarter of the fiscal year (April-June) and some recent social worker or attorney graduates may not advance to the next step until July 1 of the year after they are hired per the Salary Setting Guidelines in Appendix C.
- B. Every year on July 1st the salary scale will increase by 3% to provide a cost of living adjustment.
- C. An advocate who becomes a DOJ accredited representative will be moved to the Senior Associate or Advocate column at their current step (e.g., if an advocate at step 6 becomes an accredited rep, they will be placed at step 6 in the Senior Associate or Advocate column). In general, DOJ accreditation will not be sought for an employee with less than 5 years of experience, but in the event this occurs prior to step 5, DOJ reps will receive a \$3,000 increase above the Associate/Coordinator/Advocate column at their current step until reaching year 5. Loss of DOJ accreditation for more than one year will lead to removal of this basis for placement in the senior column until accreditation is restored.
- D. Advocates who are not accredited reps but serve as a lead in a project will also be placed in the Senior Associate or Advocate column.
- E. Non-program positions that currently have the manager title (such as Development Manager) will be in the Senior Associate or Advocate column. Moving to this column requires the level of responsibility that would differentiate a non-program Associate from a Manager in terms of level of responsibility and independent work.

13.2. Determining Initial Salary Placement

- A. When a candidate is offered a job at LSC they will be provided a copy of the salary scale, along with a written explanation of how tenure is calculated for salary scale placement with their offer letter. They can follow up with HR or the Union with any questions.
- B. The salary ranges for individual positions are intended to be the hiring ranges for new hires or internal promotions. Anyone with experience in excess of what is associated with the top of a range will be hired at the top of a range.
- C. New hires' salary scale placement shall be determined by the Salary Setting Guidelines provided in Appendix C.

ARTICLE 14

MANAGEMENT RIGHTS

It is the sole right of Legal Services for Children's management, as delegated by the Board of Directors, to operate and manage Legal Services for Children as an organization and to take any and all reasonable actions it deems necessary to manage the organization and direct, maintain, and promote the highest standards for the fulfillment of its mission, subject to the express provisions of this Agreement. The parties agree that except as specifically modified or limited by the express provisions of this Agreement, LSC retains all the rights, powers, duties, responsibilities, and authority of management that it has previously held, regardless of whether or not LSC previously exercised such right or exercised it in a particular way. The rights of LSC include but are not limited to, the right to manage and control the premises, equipment, and operations; to determine the mission and programs of the organization; to manage the budget, finances, and allocation of resources of the organization; to exercise control and discretion over the organization and its operations (including determining or changing the composition, qualifications, and size of its workforce); to establish, change, abolish, and enforce its policies, practices, rules, and regulations (including rules of conduct) and corresponding penalties for violations, and adopt policies, practices, rules, and regulations (including rules of conduct) and corresponding penalties for violations; to select, hire, supervise, transfer, promote, demote, and discipline or discharge for just cause, as well as layoff following the procedures in Section 5.9 of this Agreement; to alter, rearrange or change, extend, limit, or curtail jobs, departments, facilities, and operations, whether temporarily or permanently; to expand, reduce, create, change, combine, or eliminate any job or job classification, department, services or program; to direct the work of the staff and determine work requirements, workloads, training opportunities, job content, and job duties; to assign work and decide which employees are qualified to perform work to be assigned; to assign, reassign, or transfer employees between projects and/or any duties or functions as LSC might direct; to establish qualifications for employment, including job classifications, job descriptions, and job evaluations; to determine the type and scope of services and the methods, means, and procedures of providing services to the organizations' clients; to

engage volunteers to perform functions that would not replace or reduce the current level of staffing by regular employees; to temporarily or permanently contract with independent contractors to perform one or more functions provided that such independent contractors will not be used to replace existing bargaining unit positions except to provide temporary coverage not to exceed 6 months while management attempts to fill a vacant position and provided that no layoff of employees shall occur as a result of such contracted services; to be the sole and final judge of the type, quality, and quantity of the services to be rendered; and to otherwise generally manage and operate the business of LSC. This statement of specific rights will not be construed as a waiver of any other rights that have been previously held by LSC.

ARTICLE 15

SAVINGS CLAUSE

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

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

ARTICLE 16

DURATION

This Agreement shall be effective October 3, 2022 through October 3, 2025. Either party may give formal notice of its desire to commence negotiations for a successor agreement, unless otherwise mutually agreed. Bargaining for a new agreement will begin on a date that is mutually agreed by parties, but is not later than August 4, 2025.

ARTICLE 17

RATIFICATION

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

B. Salary scale increases shall be effective the first day of the first full pay period after the contract is ratified by the union. On the pay day for the first full pay period after the contract has been ratified by the union, employees shall receive a signing bonus of \$1,500 each.

For the Employer:

DocuSigned by:
Catherine Sakimura

A744F25F31C340E...
Catherine Sakimura, Executive Director
Legal Services for Children

For the Union:

DocuSigned by:
John Mader

7C0468F8E360445...
John Mader, ESC Local 20, President

Linda Shipley, ESC Local 20 Counsel

Erica West, Bargaining Team Member

Erin Maxwell, Bargaining Team Member

Tanhya Cardenas, Bargaining Team Member

APPENDIX A

COVERED POSITIONS

All clerical, paralegal, social work, and attorney staff, and excludes all confidential (Office Manager), management (Executive Director, Development Director, Legal Director, Clinical Director, Associate Legal Director, Associate Clinical Director), and contract staff.

APPENDIX B

SALARY SETTING GUIDELINES

Attorney and Social Worker salaries:

- A. An attorney or social worker who starts employment at LSC within one year of their graduation date (or date of becoming licensed to practice law for attorneys who do not have JDs) will be hired on step 0 and advance to step 1 on July 1 of the year following their graduation date (or date of becoming licensed to practice law for attorneys who do not have JDs), except as otherwise provided. Law school graduates hired for attorney positions may not advance past step 0 until they are licensed to practice law in good standing in California. Passing the bar exam in the next exam that is scheduled at least three months after hire is a requirement for continued employment in a permanent attorney position for permanent staff hired before becoming barred. If feasible, attorneys who do not pass the bar exam will be reclassified as an advocate.
- B. An attorney or social worker who starts employment at LSC one year or longer after their graduation date (or date of becoming licensed to practice law for attorneys who do not have JDs) will have their salary set in relation to the number of years of relevant work experience as an attorney or social worker after graduation.

Salaries for all positions other than attorneys or social workers are set in relation to the number of years of relevant work experience. Relevant experience is determined by reviewing the job description for the position and the staff's resume.

In general, the following guidelines are applied in determining step placement on the salary scale:

- A. Full-time, paid experience that is relevant to the position counts toward salary steps. Part-time experience, including part-time internships or externships, is not included in assessing years of experience. Volunteer experience is not included in assessing years of experience.
- B. Assessing attorney experience. Full-time experience in an attorney position providing direct representation or engaging in policy advocacy where the majority of time is spent in any LSC practice area (immigration, dependency, guardianship, education) or in a closely-related practice area is considered relevant experience. Closely related practice areas are family law and direct representation of children or youth in any area. Other full-time, paid experience in a position requiring a license to practice law or law degree is counted at ½ time. Experience not requiring a law degree or license to practice law is not counted for attorney positions.
- C. Assessing social worker experience. Full-time, paid experience in a position requiring an MSW or LCSW is counted as relevant experience. Experience not requiring an MSW or LCSW is not counted for social worker positions.
- D. Assessing advocate or paralegal experience. Full-time paid experience as a certified paralegal or DOJ Accredited Representative, as well as full-time paid experience where the majority of work is client-facing, are counted as relevant experience. Other

administrative or legal experience that is not primarily client-facing will not be counted for advocate or paralegal positions.

- E. Extensive full-time, paid experience of 12 or more years that is partially but not directly relevant to the position will be counted at $\frac{1}{4}$ time, up to a maximum of 5 years. For example, an employee beginning a second career at LSC after gaining extensive experience in another field may receive partial credit for prior full-time employment if that experience provides some preparation for the position.
- F. 6 months of experience or less will be rounded down to zero. 7 months of experience or more will be rounded up to one year.
- G. Full-time for the purposes of this calculation is work regularly scheduled for 30 hours per week or 75% time or more.
- H. Salary steps increase at the beginning of the fiscal year, July 1. However, a staff member hired within the last quarter of a fiscal year (April-June) will not advance in steps until July 1 of the following year, except for attorney or social worker positions hired within one year of graduation as provided in Part 1A.