



AGREEMENT

between

LEGAL AID AT WORK

and

ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20

IFPTE AFL-CIO & CLC

January 1, 2024 – December 31, 2026

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THIS AGREEMENT is entered into this 1st day of January 2024, between Legal Aid at Work (hereinafter called the “Employer”, “Legal Aid” or “LAAW”) and ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20, IFPTE AFL-CIO & CLC (hereinafter called the “Union” or “ESC Local 20”).

SECTION 1. UNION RECOGNITION

- A. The Employer recognizes the Union as the exclusive collective bargaining representative of employees of Legal Aid in the classifications as per the card check agreement certified by David Weinberg on May 19, 2015, and as modified since that date (as reflected in Exhibit A), copies of which are attached hereto and made a part hereof.
- B. Legal Aid agrees to give thirty (30) days' advance written notice (before hiring) to the Union of any newly created positions within the organization so that the Union may bargain to determine inclusion in the bargaining unit, and wages and working conditions for the new classification, if appropriate. The parties also agree that Legal Aid may post such bargaining unit positions following notice to the Union to expedite the filling of the position, and may seek a waiver of the 30-day notice period from the Union where appropriate.
- C. If Legal Aid contemplates promoting an employee to a newly created position, Legal Aid will meet and bargain with the Union over the salary.

SECTION 2. UNION MEMBERSHIP AND SERVICE FEE

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

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

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

SECTION 3. COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTIONS

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

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

SECTION 4. BULLETIN BOARDS AND USE OF EMPLOYER SITES

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

SECTION 5. UNION REPRESENTATION

- A. The Union may appoint up to three shop stewards and, in their absence, one alternate to represent members of the bargaining unit. The Union shall inform the Employer of these appointments.

- B. Stewards may use a reasonable amount of time during their work day to investigate grievances, represent members in meetings with management, and ensure that the provisions of this Agreement are uniformly enforced. At the same time, shop stewards will not disrupt or interfere with an employee's work duties during normal work hours, and will ensure that their own work is not negatively impacted by the discharge of their shop steward duties.
- C. Employees appointed by the Union to serve on the Labor Management Committee, Negotiating Committee, and other sub-committees created by the Labor Management Committee shall receive straight-time (or normal pay) for all meetings scheduled with management at mutually agreed times.

SECTION 6. LABOR MANAGEMENT COMMITTEE

The Union and Legal Aid agree to pledge their best efforts to achieve the objective of the highest level of legal services. Therefore, a Labor Management Committee ("LMC") shall be utilized to discuss and make recommendations regarding labor/management and professional practice issues. The committee may discuss and make recommendations on a variety of departmental issues of mutual concern. The Committee shall propose all potential resolutions or options (if there is no consensus) to the President for consideration.

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

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

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

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

SECTION 7. POSTING AND FILLING VACANT/NEW POSITIONS

- A. **POSTINGS.** All bargaining unit positions normally will first be posted internally for a period of not less than five (5) working days, after which the position will be posted externally and other recruitment methods also may be used to identify additional

candidates. Management, at its discretion, may elect to have simultaneous internal and external postings in situations where there is time-urgency to begin the posting process.

B. **HIRING PROCESS.** The hiring process shall be as follows:

1. Initial screening of candidates for minimal qualifications will be done by management.
2. Management along with the appropriate Program Director or Department Manager will review the applicant submissions, select candidates for interviews, and interview them. Where the position to be filled is a Program Director, candidates will be interviewed by management and, in management's discretion, final candidates may also be interviewed by up to two employees who will be supervised by the successful applicant.
3. Management also will seek input from other staff members as it deems appropriate.
4. Management will include the appropriate Program Director or Department Managers in discussions as to any hiring decision regarding a candidate in their respective programs/departments and strive to reach consensus on the hire.
5. All final hiring decisions remain in the discretion of management.
6. Upon the hiring of a new employee, the Employer shall give the Union written notice of the salary step in which the Employer has placed the new hire pursuant to Exhibit D (Grid Guidelines), subject to change per Section 8C below, together with a copy of the new hire's resume or job application. If the Union wishes to discuss and consult with the Employer concerning the assigned salary step, the Union shall notify the Employer within 30 days of the Employer's notice. All such discussions shall be confidential. After discussion and consultation, the final decision as to the prospective employee's new step assignment shall rest with the Employer.
7. Management will not implement any background or credit score checks for bargaining unit positions during the hiring process without prior notice to the Union, except as required by law or by the terms of any applicable contract between LAAW and its funder(s).

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

If an internal candidate is not selected for the position, the supervising Program Director, other supervising individual, or whoever makes the final hiring recommendation, in conjunction with management will provide the candidate with feedback about the hiring decision and any suggestions for professional development.

- D. **EXTENDED VACANCIES.** If a bargaining unit position remains unfilled three (3) months after the date the position was first posted, the LMC shall discuss ideas for additional recruitment and outreach efforts.

SECTION 8. CLASSIFICATION/DUTIES OF STAFF

- A. **JOB DESCRIPTIONS/JOB ANNOUNCEMENTS.** Legal Aid at Work will provide each regular bargaining unit member and temporary employees where appropriate (not including Fellows) a copy of their job description or job announcement at the time of hiring. The parties recognize that the duties and responsibilities of positions may evolve and change over time, as the organization adapts and responds to ever-changing client needs.
- B. **CLASSIFICATION QUESTIONS.** If a staff member believes that there have been substantial changes and increased responsibilities in their work duties warranting a review of their classification designation, the staff member may consult with the VP of Human Resources.
- C. **GRID GUIDELINES.** The Employer shall use Exhibit D to place employees on the appropriate wage step. LAAW may make non-material changes to Exhibit D, and if such changes are made, LAAW shall provide a copy of the amended Grid Guidelines to the Union. If LAAW makes material changes to Exhibit D, it shall provide the Union with notice and the opportunity to bargain.
- D. **SENIOR TITLE FOR NON-ATTORNEY STAFF CLASSIFICATIONS.** Non-attorney staff shall receive the designation of “Senior” (e.g., Senior Paralegal, Senior Manager) upon: (a) 5 years’ experience in the position at the organization; or (b) at least 7 years’ experience in the position and 3 years in the position at the organization; or (c) at least 10 years’ experience in the position.
- E. **PROGRAM DIRECTOR VACANCIES.** When a Program Director position becomes vacant due to the Director leaving their employment, management will assess what steps can be taken to support the program.

SECTION 9. TEMPORARY EMPLOYEES

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

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

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

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

B. COMMUNICATION WITH TEMPORARY EMPLOYEES.

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

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

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

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

C. USE OF LAAW TEMPORARY EMPLOYEES.

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

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

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

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

D. USE OF LEGAL FELLOWS WITH TERM APPOINTMENTS OF GREATER THAN SIX MONTHS AND LIMITED-TERM GRANT-FUNDED EMPLOYEES

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

The original term of a Term-Limited Grant-Funded employee's employment at LAAW will be established at hire by the terms of the grant agreement entered into with the external funder. LAAW management and the relevant Program Director will discuss and reach agreement on the use of term-limited grant-funded employees prior to the posting of such a position.

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

E. TRANSITION TO REGULAR EMPLOYMENT

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

F. BRIDGING OF SERVICE FOR TEMPORARY EMPLOYEES HIRED AFTER A GAP IN EMPLOYMENT

All temporary employees who are hired into regular positions at LAAW within 18 months following the conclusion of a temporary position shall have their time as a temporary employee count toward their length of service (seniority) with the organization for purposes of time-off accruals and any other benefits based on years of service.

Seniority within a job classification will be bridged if the formerly temporary employee is hired as a regular employee in the same classification within 18 months after the conclusion of the temporary employment, or if a Fellow is hired as a Staff Attorney within 18 months of completing their Fellowship. Thus, for example, a temporary legal assistant/paralegal subsequently hired within 18 months as a regular legal assistant/paralegal will have their classification seniority bridged back to their original hire date (less any time between the positions). Likewise, a former Skadden Fellow subsequently hired within 18 months as a Staff Attorney will have classification seniority based on their hire date as a Fellow (less any time in between the positions).

Likewise, although otherwise excluded from the bargaining unit under this Agreement, Fellows with term appointments of six months or less who subsequently are hired into regular positions at LAAW within 18 months following the completion of the fellowship shall have their term of service as a Fellow count toward length of service for benefit accrual purposes and classification seniority.

G. LIMITS ON USE OF TEMPORARY EMPLOYEES, FELLOWS, LAW CLERKS, AND VOLUNTEER/PRO BONO/SPECIAL COUNSELS

LAAW will not use temporary employees, fellows, law clerks, and/or volunteers/pro bono/special counsels or any other special types of employees or volunteers to replace or reduce the current levels of staffing and hours for regular part-time and full-time employees, or to postpone or avoid posting new regular positions. The Labor Management Committee periodically may review the use of term-limited employees/volunteers/etc. to provide input on their effect on workload and staffing requirements.

H. TEMPORARY AGENCY STAFFING EMPLOYEES

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

SECTION 10. INTRODUCTORY PERIOD

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

At the end of the introductory period, an evaluation may be conducted to determine whether the employee has successfully completed the introductory period or whether sufficient information has been gathered. Upon successful completion of the introductory period, the employee will no longer be "at-will." If an employee is on leave during the introductory period, time spent on leave (counted in increments of at least one full day) will not count towards fulfilling the introductory period, and the introductory period will be extended by the period of the leave.

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

SECTION 11. PROFESSIONAL DEVELOPMENT AND TRAINING

A. ORGANIZATIONAL COMMITMENT TO TRAINING, MENTORSHIP AND PROFESSIONAL DEVELOPMENT

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

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

B. ACCESS TO PROFESSIONAL DEVELOPMENT AND MENTORSHIP

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

C. ACCESS TO TRAINING

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

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

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

D. **PROFESSIONAL MEMBERSHIPS – PAYMENT OF DUES AND FEES**

LAAW will pay for membership fees for staff as follows:

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

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

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

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

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

SECTION 12. SENIORITY

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

A. BREAKS IN SERVICE

1. Layoffs

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

2. Voluntary Resignations

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

3. Leaves of Absence

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

SECTION 13. REDUCTION IN STAFF

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

A. DETERMINING ORDER OF LAYOFFS

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

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

Once Legal Aid determines which positions (if any) shall be eliminated, Legal Aid shall provide fifteen calendar days' written notice to advise the Union before any layoffs are implemented. The Union may provide input to LAAW within ten (10) calendar days of LAAW's notice to the Union. Layoff decisions remain in Legal Aid's discretion. Layoffs shall occur by seniority within position (e.g., staff attorneys), with no bumping rights into other positions within the organization.

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

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

time of hire, and shall retain the individual as a grant-funded employee for a period of at least three months after the grant funding is terminated.

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

B. PROCEDURES FOR LAYOFFS

1. Employees who are affected by the projected reduction in staff shall be given no less than 15 calendar days' notice in writing of the projected reduction, which notice may be given at the same time as notice to the Union as described in Paragraph A above.
2. Seniority, as defined in Section 12, shall govern the order of recall of laid off employees back to their prior position.
3. Following a reduction in staff, before filling job vacancies, provided that a laid-off employee applies for a vacancy, Legal Aid shall first offer such positions to a former laid-off employee if the employee was laid off from that job position within the year prior to the opening of the vacancy.
4. Employees who have been laid off due to a reduction in staff shall be entitled to a severance payment as follows:
 - 1 year - <2 years = 2 weeks
 - 2 years - <3 years = 3 weeks
 - 3 years - <4 years = 4 weeks
 - 4 years - <5 years = 6 weeks
 - 5 years - <8 years = 8 weeks
 - 8 years - < 10 years = 9 weeks
 - 10 years - <15 years = 10 weeks
 - 15 years - <18 years = 12 weeks
 - 18 years and over = 16 weeks

SECTION 14. GRIEVANCE PROCEDURE

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

A. INFORMAL CONFLICT RESOLUTION

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

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

B. GRIEVANCE

1. Definitions: A grievance is defined as a question or complaint filed by the Union concerning the interpretation or enforcement of the terms and provisions of this Agreement.

2. Terms of Grievance: Only an employee who has successfully completed the initial introductory period of employment is eligible to pursue a grievance regarding discharge or discipline.

3. Timeliness: The grievance will be submitted no later than fifteen (15) calendar days after the occurrence of the events giving rise to the alleged grievance, the date from when the employee became aware of the occurrence of an alleged grievance, or fifteen (15) calendar days after notice of the unsatisfactory conclusion of the Informal Conflict Resolution process.

4. Adherence to Time Limits

- a. The Employer and the Union agree that grievances should be raised and settled promptly.
- b. Failure of the grievance to proceed within any time limit delineated in this article will constitute a waiver of the claim.
- c. Legal Aid will notify the Union in writing of any terminations or disciplinary actions other than verbal counseling so that the Union will have sufficient time to review and respond within the set time limits.
- d. The time limits in this section may be extended by mutual written agreement.

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

C. GRIEVANCE PROCEDURE

Step 1 – Filing of Grievance

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

Step 2 – Referral to Review Meeting

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

Step 3 – Rejection of Determination

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

Step 4 – Mediation

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

Step 5 – Request for Arbitration

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

Step 6 – Arbitration Procedure

- a. Selection of an Arbitrator

The Arbitrator will be selected by the Union and the Employer. If the Union and the Employer cannot agree upon an arbitrator, either side may request that the Federal Mediation and Conciliation Service supply a list of seven (7) names of arbitrators who, if possible, are members of the National Academy from the metropolitan area. The arbitrator will be selected from this list by the alternative striking of names (the first strike being determined by a flip of a coin), and the last name remaining will be the Arbitrator.

b. Arbitrator

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

c. Resolution

1. After the hearing, the arbitrator will render a decision, which will be final and binding on all parties.
2. The arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provisions of this Agreement.
3. The arbitrator has the authority to award “make-whole” equitable relief (that is, reinstatement) and monetary damages, including lost wages and/or benefits, and/or any other remedies consistent with this Agreement.

D. EXPENSES

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

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

E. EMPLOYER COMPLAINT PROCEDURE

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

SECTION 15. WAGES

Employees will be paid per the grids set forth at Exhibit B effective January 1, 2024.

STEP INCREASES. On January 1 of each year, employees will move to the next step in their grade (except for non-attorney employees hired on or after November 1). Employees above the top step shall receive the annual increases for above the top step that are indicated on each grid.

GENERAL WAGE INCREASES (GWI). The grids set forth in Exhibit B will be increased by 4% effective January 1, 2025 and every January 1 thereafter through the term of this Agreement.

These adjustments will also apply to employees who are above the top step of the grids. That is, employees who are above the top step of the grids will also receive the 4% adjustment in addition to the annual adjustment of 1% for attorneys after step 36 and 2% for non-attorneys after step 15.

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

WAGE RANGE – ATTORNEYS:

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

WAGE RANGE – NON-ATTORNEYS:

- a. New hires into non-attorney staff classifications will be placed in the appropriate step based on 1) relevant job skills and requirements; 2) prior relevant work experience; and 3) education or training as is relevant to the position.
- b. If a newly hired employee is granted experience credit that results in pay for experience exceeding that of any incumbent employee who has equivalent experience for that position and who works in the same job classification/range as the newly hired employee, the incumbent employee shall be moved up to the step of the new hire.
- c. Step increases will be applied on January 1 of each year during the term of this Agreement.

- d. Employees who successfully promote into a higher classification/range shall be placed at the step in that range that provides a wage increase of at least 5% of the employee's current wage. Future movement to the next steps in the range shall take place on January 1 following the date of the employee's promotion provided that move to the higher classification/range occurred before November 1.

BI-LINGUAL BONUS:

Bi-lingual bonuses in the amount of \$75.00 per pay period shall be paid to any employee who is fluent in a language other than English and who regularly uses that language in the performance of their job duties to speak with clients or orally interpret or perform written translations to and from that language.

SECTION 16. EMPLOYEE BENEFITS – INSURANCE PLANS

A. ELIGIBILITY AND ENROLLMENT

Legal Aid will provide group medical, dental, vision, long-term disability and life insurance (including accidental death and dismemberment insurance plans) for all eligible employees who are regularly scheduled to work at least 20 hours per week for medical, dental, and vision, and 20 hours per week for long-term disability and life insurance. Plan descriptions are available from the VP of Human Resources.

1. Enrollment for New Employees

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

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

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

2. Enrollment for New Dependents

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

3. Domestic Partner Enrollment

Employees who have domestic partners, whether same sex or opposite sex, registered with any state or local government domestic registry, may enroll their partners for health benefits. Alternatively, unregistered domestic partners may enroll their partners for health benefits when they complete an Affidavit of Domestic Partnership and meet the requirements listed therein. Such Affidavit may be obtained from the VP of Human Resources. Under federal tax laws, the cost of the health insurance premium for the employee's domestic partner must be considered as taxable income for federal tax purposes only.

4. Open Enrollment

a) Currently Enrolled Employees and Dependents

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

b) Employees and Dependents Not Currently Enrolled

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

B. MEDICAL INSURANCE

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

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

Legal Aid will continue to maintain the same or similar level of coverage for the duration of this Agreement, subject to total insurance costs and the percent of annual increases. Effective with each new plan year, the average annual increase for the monthly medical contribution shall be capped at 15% per year. Should the average annual increase exceed 15% per year, the Labor Management Committee will meet as promptly as possible to discuss options for controlling costs. The LMC shall make recommendations to the President, who shall have final decision-making authority on any changes in plans or benefits. Options the LMC may consider (and which the President may implement) include but are not limited to: (1) offer lower tiers of insurance to reduce the premium increases to 15% (such as by moving from a platinum plan to a gold or silver plan, and allow employees to "buy-up" to

higher-tiered plans if they so choose); (2) evaluate other plans and providers, and enter into a contract for another plan or with another provider, which plan may include different benefits, such as different office or other co-pay amounts, different deductibles and other terms, in order to control costs while attempting to maintain benefits to the extent possible for employees; or (3) have the amount that exceeds 15% be paid through an employee contribution, which amount shall be collected by payroll deduction. In the event that the “Cadillac” tax under the Affordable Care Act (or any similar tax) goes into effect during the term of this Agreement, the cost of that tax shall be included in the 15% trigger on increased costs described above.

Medical Insurance Waiver: In lieu of Legal Aid’s coverage, an employee may elect to obtain coverage through a spouse or domestic partner. In cases where an employee elects coverage through a spouse or domestic partner or has other alternative coverage, Legal Aid shall pay the employee \$750 per month in lieu of family medical coverage and \$500 per month in lieu of individual medical coverage. Employees electing to obtain coverage through another source may be required to present evidence of that alternative coverage to Legal Aid.

C. DENTAL INSURANCE

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

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

D. VISION INSURANCE

Legal Aid will continue to maintain the same or similar level of vision coverage for the duration of this Agreement at Legal Aid’s expense for all eligible employees, their partners and dependents, provided that such coverage costs do not rise more than 10% per year. Should the annual increase exceed 10% per year, the Labor Management Committee will meet as promptly as possible to discuss options for controlling costs. The LMC shall make recommendations to the President, who shall have final decision-making authority on any changes in plans or benefits. Options the LMC may consider (and which the President may implement) include but are not limited to: (1) offer lower levels of benefits for the insurance to reduce the premium increases to 10%; (2) evaluate other plans and providers, and enter

into a contract for another plan or with another provider, which plan may include different benefits, in order to control costs while attempting to maintain benefits to the extent possible for employees; or (3) have the amount that exceeds 10% be paid through an employee contribution, which amount shall be collected by payroll deduction.

E. LIFE INSURANCE

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

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

Employees will designate a beneficiary for life insurance when enrolling for the benefit, and may change the beneficiary by advising VP of Human Resources.

F. SHORT-TERM DISABILITY INSURANCE (SDI)

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

G. LONG-TERM DISABILITY INSURANCE (LTD)

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

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

SECTION 17. EMPLOYEE BENEFITS – RETIREMENT PLAN AND ADDITIONAL BENEFITS

A. RETIREMENT PLAN

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

employees to make both regular (pre-tax) and ROTH (after-tax) contributions through salary deferrals.

Student Loan Matching: LAAW will discuss the feasibility of setting up a Student Loan Matching Plan after LAAW's Retirement Plan Account Manager advises LAAW that a plan can be rolled out, and what will be required once guidance is issued by the IRS regarding systems and recordkeeping. Under such a plan, pursuant to 26 U.S. Code Section 401(m), for contributions made for plan years beginning after December 31, 2023, an employee's qualified student loan repayments shall be treated as retirement contributions for purposes of qualifying for an employer match, and the employee shall certify that such payment has been made on such a loan.

There are three aspects to LAAW's retirement policy:

1. Matching Contribution: On the first payroll period of the month following the date of hire, employee contributions into the plan shall be matched by Legal Aid up to \$2,600 per year per employee, with a maximum match of \$100 per pay period. Employer matching contributions shall be immediately vested at the time of the match.
2. Year-End Flat Amount Contribution: Each year-end, LAAW also shall contribute to the plan \$1,500 per year on behalf of each eligible employee who earns up to \$95,000 annually, and \$750 per year for each employee who earns over \$95,000 annually. Eligible members are those who have completed a full 12 months of continuous employment in the year for which the contributions are made. Contributions will be immediately vested at the time of the contribution.
3. Board-Approved Year-End Percentage Contribution: In addition, subject to Board approval as described below, each year-end, Legal Aid will contribute for the current year and will budget for the following year funds equal to 2.5% of the aggregate plan members' salaries, to be divided among eligible members of the plan based on their years of service with Legal Aid. Eligible members are those who have completed a full 12 months of continuous employment in the year for which the contributions are made. Contributions will be immediately vested at the time of the contribution. The 2.5% contribution amount is subject to formal approval of the Compensation Committee and the Board as part of the normal annual budgeting process, at which time the annual contribution also may be increased in the discretion of the Compensation Committee and the Board on an annual basis.

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

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

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

through the Legal Aid's Dependent Care Flexible Spending Account.

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

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

D. **TRANSPORTATION-COMMUTER BENEFITS/QUALIFIED TRANSPORTATION FRINGE BENEFITS PROGRAM**

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

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

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

F. **REIMBURSEMENT OF TRAVEL EXPENSES**

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

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

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

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

G. PUBLIC INTEREST FUND RAISING FUNCTIONS

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

SECTION 18. EMPLOYEE BENEFITS – TIME OFF

A. HOLIDAYS

Legal Aid will observe the following days as office holidays:

- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chávez Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Indigenous Peoples' Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- End-of-Year holidays (see below)

1. Alternative Observation of Certain Holidays

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

2. Notice of Holidays Observed

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

3. Additional Holiday Time Before Certain Holidays

The office will close on the following workdays before these holidays: the Friday before Memorial Day, the Friday before Labor Day, and at 1:00 pm the Wednesday before Thanksgiving.

Hourly/non-exempt employees will be paid for all hours that they otherwise would have been regularly scheduled to work on these days. Hourly/non-exempt staff on

other paid leave during these early close days (e.g., on vacation) will not have the time for the early closure charged against the other paid leave.

4. End-of-Year Holiday Break

The period from December 24 through January 1 will be a holiday break each year.

5. Holidays During Paid Leave

In the event that an employee is using accrued paid leave on an office holiday, that day will not be charged against the employee's accrued sick leave or vacation leave time. If a holiday falls while an employee is on SDI or PFL, the employee will be paid holiday pay for that day for full integration with the SDI or PFL. Excluding the one-week end-of-year holiday break, 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. The one-week end-of-year holiday break will be in addition to the paid parental or caregiving leave. 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.

6. Work on Holidays

Legal Aid may require individual employees to work on a holiday. Nonexempt employees required to work on a holiday will be paid 1.5 times their normal base rate of pay for all hours worked, plus 7 hours' straight-time holiday pay. Nonexempt employees should only work on a holiday if required to do so by a supervisor. If an exempt employee is required to work four or more hours on a holiday, they will be allowed to take an alternate day off in lieu of the holiday within the three months following the holiday worked, and the employee shall submit that information to the VP of Human Resources.

7. Holidays During Leave Without Pay

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

B. **VACATION**

1. Accrual

Employees begin to earn and accrue vacation leave from the first day of employment, with the accrual rates based on the employee's length of service as set forth below. The maximum accrued vacation leave allowed any employee is 1.75 times the employee's annual accrual rate or, the employee's existing balance if an employee's balance exceeds the cap because of a previously higher accrual cap. Once an employee reaches the maximum accrued vacation leave allowed, the employee will cease accruing any

additional vacation until the employee utilizes leave and the employee's accrued leave falls below the applicable maximum cap.

Vacation accrual information will be included on paystubs. The accuracy of such information will be dependent on employees' timely submission of time records.

Vacation pay is calculated at the employee's current hourly rate or salary. For non-exempt employees, paid vacation hours do not count as "hours worked" for purposes of calculating overtime.

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

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

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

2. Vacation Bonus Weeks at Year 15 and Year 25.

Employees shall earn a vacation bonus of one week's vacation at or with 15 or more years of continuous service. A second vacation bonus of one week's vacation also will be earned at 25 or more years of continuous service.

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

3. One-Time Special Vacation Bonus.

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

4. Vacation Usage

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

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

C. **SICK LEAVE**

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

1. Accrual

All regular full-time, part-time employees, and temporary employees who work 20 hours a week or more will accrue paid sick leave as of their first day of employment. Sick leave is accrued at the rate of one day (or 7 hours) per month by full-time employees; sick leave is accrued pro rata by part-time employees. Sick leave may be used as it is accrued. The maximum accrued sick leave allowed each regular employee is 140 hours. Sick leave will stop accruing when the balance reaches the maximum, until some paid sick leave is used and the balance is reduced below the maximum.

Employees who work less than 20 hours a week will accrue one hour of paid sick leave for every 30 hours worked (not including hours paid but not worked, such as vacation, holidays and sick days), and may accrue up to a maximum balance of 72 hours of paid sick leave.

2. Compensation for Sick Leave

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

3. Use of Sick Leave

Sick leave may be used as follows:

- a) For medical, dental or vision appointments for the employee or their family member;
- b) For preventive care;
- c) For prenatal care or pregnancy-related conditions, and fertility-related care, or reproductive loss;
- d) For an employee's own illness or injury or for the care of a family member or designated person who is ill, injured or receiving medical care, treatment or diagnosis;
- e) For personal mental health days;
- f) For care or services related to domestic violence, sexual assault or stalking; or
- g) For bone marrow or organ donation.

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

- a) Spouse, and parents thereof;
- b) Children, and spouses thereof;
- c) Parents and spouses thereof;
- d) Siblings
- e) Grandparents and grandchildren;
- f) Domestic partner and parents thereof;
- g) A "Designated Person"
- h) Chosen family, i.e., a person related by blood or affinity whose close association with the employee is the equivalent of family.

Parent means:

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

Child means:

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

Domestic partner means an adult in a committed relationship with another adult, including both same sex and opposite-sex relationships registered with the state or local government, or who have completed an Affidavit of Domestic Partnership and meet the requirements listed therein.

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

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

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

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

6. Sick Leave Sharing - If an employee wishes to donate accrued sick time to another employee, the employee should notify the VP of Human Resources pursuant to the organization's Sick Leave Donation Policy.

SECTION 19. SCHEDULES

A. WORK WEEK

1. Non-Exempt Employees

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

2. Exempt Employees:

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

3. Time Records:

Both exempt and non-exempt employees must always keep accurate time records. There are two timekeeping systems at LAAW: JusticeServer and Paychex (or whatever comparable systems are used in the future). For all employees, accurate timekeeping can be critical for litigation recordkeeping (and requests for attorneys' fees) and for grant purposes. For non-exempt employees, accurate

timekeeping is critical for accurate payroll recordkeeping as required by law. Timekeeping in JusticeServer should be completed on a bi-weekly basis for all applicable employees. Timekeeping in Paychex shall be entered on a daily basis for non-exempt employees and no less than bi-weekly for exempt employees. Timekeeping in Paychex must reflect days worked, sick days, vacation, and other leaves.

B. EXEMPT EMPLOYEES: PART-TIME EMPLOYMENT

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

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

C. HOURLY NON-EXEMPT EMPLOYEES

1. Overtime

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

2. Part-Time Employment

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

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

D. **REMOTE WORK**

Legal Aid offers employees the flexibility to work primarily from home, contingent on business needs and professional responsibilities. LAAW generally will not have regular weekly or monthly in-person meetings, or a minimum in-person workday requirement (except as provided below), but may have occasions when in-person attendance at a meeting or event is expected. When these occasional in-person events are necessary, LAAW will work with staff who live farther distances away to determine the best solution for attendance.

In addition, employees may need to work in person as necessary for operational, programmatic, or client needs – for example, when an attorney is required to appear in court or in other administrative proceedings because the court or other legal entity has not offered alternative methods of appearance.

Some positions may not be suitable for remote work based on their duties and responsibilities and may be required to be in-person and/or at their work location in person during work hours. For positions that have been identified as unsuitable for remote work, LAAW will ensure that individuals assuming these positions are informed of required regular in-person attendance, and LAAW will provide notice of this requirement in job postings.

LAAW also reserves the right to consider modifications of this policy in exceptional circumstances, provided that LAAW bargains with the Union and gives the Union at least 60 days' notice of such change when such notice is possible.

When employees are working in the office, LAAW provides pre-tax transportation benefits to employees in accordance with the San Francisco Commuter Benefits Ordinance. Employees 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 LAAW; 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 LAAW makes them available, may also be purchased through this Program. LAAW does not reimburse employees for normal commuting expenses.

Legal Aid will continue to provide both in-person and remote employees with comparable professional development opportunities.

When working remotely, employees are expected to be available and responsive via phone, Zoom, and email to the same extent as if in the office. As a matter of community and courtesy, employees are also generally expected to actively engage on video calls and be on camera during scheduled meetings, but employees may turn off their video when reasonable (e.g., when an employee is eating lunch, is not feeling well, is in transit, or has another reason for being off video).

Legal Aid will provide employees who work remotely with a laptop, charger, supplies, and other necessary office equipment, including ergonomic equipment like chairs,

keyboard, and mouse, and reimbursement of a portion of both cell phone and internet expenses (see Section 17.E.). Legal Aid is not obligated to supply employees with sets of equipment for both office and remote use. Employees must report any incidents of loss, damage, or unauthorized access of office equipment at the earliest opportunity to the VP of Finance and Operations. Legal Aid's office also is open during normal business hours and includes amenities, such as workstations equipped with external monitors, adapters, keyboard and mouse, ergonomic chairs, copiers, and printers. Thus, employees always have the option of working in the office with advance notice.

If an employee works remotely, they agree to maintain a safe work environment, and report any work-related injury to a supervisor or the VP of Human Resources at the earliest opportunity. It is also their responsibility to advise Legal Aid immediately in the event they become aware of any unsafe or unhealthy conditions, or of any potentially unsafe or unhealthy conditions. Employees working remotely are subject to all of Legal Aid's policies as set forth in this CBA and/or in LAAW's updated Handbook for 2024. Employees must maintain the security of all confidential and/or sensitive information and other proprietary information of Legal Aid just as if they were working in the office.

Employees also have the right to request remote work as a reasonable accommodation for a disability or for family caregiving responsibilities and should make any such request with the VP of Human Resources.

E. **ALTERNATIVE WORK SCHEDULES FOR NON-EXEMPT EMPLOYEES**

Non-exempt employees may opt to have flex hours (that is, a flexible schedule) in their schedules within a workday or workweek with supervisor approval, provided that Legal Aid's operational needs are met for the program and organization and also provided that the work schedule does not exceed six days in the workweek. All non-exempt employees must ensure that they are keeping and submitting accurate timekeeping records as required by law and on a daily basis. If an hourly employee needs to work overtime, they should advise their supervisor in advance whenever possible for approval. Overtime will be paid on all hours worked over eight in a workday or over 40 in a workweek. For example, if an employee works their normal 7-hour workday and works an additional 30 minutes, that 30 minutes will be paid at the straight-time rate of pay.

F. **FAMILY-FRIENDLY WORK ORDINANCE**

Requests for flexible and/or reliable work schedules will be considered by Legal Aid in accordance with San Francisco's Family Friendly Workplace Ordinance, and subject to enforcement by the OLSE. The SF FFWO also requires employers to provide reasonable accommodations for family caregiving except when such accommodations would impose an undue hardship.

G. **REQUEST FOR PERMANENT RELOCATION**

If an employee wishes to relocate to another state on a permanent basis (i.e., the employee lives there for more than three (3) months), they may only do so with prior written approval from the VP of Human Resources. Because out-of-state employment

may create burdens on LAAW, approval of out-of-state relocations are not guaranteed. Requests will be evaluated based on necessity for the employee as well as on additional costs and/or potential burdens to the organization (such as workers' compensation, other states' laws, payroll/tax issues, and operational impact). Employees must submit an out-of-state relocation request to the VP of Human Resources as soon as practicable (at least three months if possible) before their desired relocation.

SECTION 20. LEAVES OF ABSENCE

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

A. BEREAVEMENT LEAVE

A full or part-time regular employee who suffers a death in their family will be given up to five days of paid bereavement leave. Bereavement leave pay is calculated at the employee's normal rate of pay. Additional unpaid leave may be given upon approval of VP of Human Resources. In that circumstance, the employee may elect to use accrued vacation or leave without pay. For the purposes of bereavement leave, family shall be defined as in the Sick Leave section above. Employees also may use up to three days of bereavement leave for the death of a pet per year.

B. ELECTION DAY LEAVE

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

C. JURY AND WITNESS DUTY

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

D. MILITARY-RELATED LEAVE OF ABSENCE

Although Legal Aid is not covered by the FMLA, employees may take to up to 26 weeks of leave to care for a service member or veteran with a serious health condition who is a parent, spouse, domestic partner, child or next of kin of the employee, as defined under the FMLA. The amount of paid time off provided will be determined by the Family Caregiving Leave policy. Employees also must apply for PFL benefits (if eligible) under the Caregiving Leave policy.

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

E. LEAVE FOR EDUCATIONAL/DAYCARE PURPOSES

Employees who are parents, guardians, or grandparents having custody of a child in a licensed day care facility, kindergarten or grades 1-12 will be granted up to 40 hours' time off without pay (except as provided below), per calendar year: (1) to participate in the activities of schools or licensed child daycare facilities attended by their children, (2) to enroll or visit a school or childcare facility, or (3) to address a childcare or school emergency. Time off pursuant to (1) or (2) shall not exceed eight hours in any calendar month. Non-exempt (hourly) employees will be granted 14 hours of paid time under this section. Employees wishing to take time off for this purpose shall provide the VP of Human Resources with reasonable notice of the planned absence. Employees may use accrued vacation for the unpaid portion of time off under this section. Employees experiencing extended childcare or school emergencies may take additional unpaid, job-protected leave, and may be granted additional paid leave subject to the VP of Human Resources' approval.

F. LEAVE FOR VICTIMS OF CRIME AND ABUSE

Legal Aid provides paid and unpaid time off when an employee's family member (as defined in the Sick Leave policy) is the victim of a serious crime or abuse. Serious crimes include any crime that caused physical or mental injury, or a threat of physical injury, as well as violent felonies, felonies involving theft or embezzlement, vehicular manslaughter while intoxicated, felony child abuse, assault resulting in the death of a child, felony domestic violence, felony physical abuse of an elder or dependent adult, felony stalking, solicitation for murder, hit-and-run causing death or injury, felony driving under the influence causing injury, and sexual assault. Abuse includes but is not limited to domestic violence, sexual assault, or stalking. Leave is available for the following situations:

- To attend judicial proceedings related to a serious crime against the employee or their family member who was a victim of a serious crime.

- To obtain or attempt to obtain a restraining order or other judicial relief to help ensure the health, safety, or welfare of the employee or their family member (as defined under the sick leave policy),
- To seek medical attention, psychological counseling, or mental health services for injuries caused by the serious crime or abuse,
- To obtain services from a domestic violence shelter or program, rape crisis center, victim services organization or agency, or
- To take other steps to increase their or their family member's safety from future serious crime or abuse.

Absent an emergency, employees should give advance notice that they will need time off to the extent possible by submitting a time off request to their supervisor. If the employee needs time off for an emergency, advance notice is not required, and notice that time off was taken should be provided as soon as practicable.

Time off under this policy is will be paid time of up to four workweeks. To be eligible for paid time off, employees must submit documentation to support the request, which may include (1) a police report indicating that the employee was a victim; (2) a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; (3) documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or (4) any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under this section. Such documentation will be kept confidential. Time off under this policy otherwise will be unpaid time, during which employees may choose to use vacation or sick time. Where leave is used for seeking medical attention, or seeking services from an agency, the maximum total length of leave under this policy or under the Family Caregiving Leave and Medical Leave policy generally will be twelve (12) weeks of leave per twelve-month period.

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

G. **SABBATICAL LEAVE**

After six (6) continuous years of employment at Legal Aid, all employees will be eligible for and shall be allowed to take a sabbatical consisting of four workweeks' continuous paid time off. Current employees will be eligible for the sabbatical leave based on their total years of service (bridged or unbridged) at Legal Aid. Employees also may add unpaid time off or combine their accrued vacation and/or vacation bonus with the four weeks' sabbatical to take additional paid time off, up to a maximum amount of eight continuous workweeks total per sabbatical.

Sabbaticals will be provided to employees with one sabbatical granted to each eligible employee in each six-year period, as described in more detail below. Approved sabbaticals will be limited to one person per Program or team at a time (such that only one staff member from a particular program or team may be on a sabbatical at the same time), and provided that no more than one Program Director or Department lead may take a sabbatical at a time, except as subject to the approval of the VP of Human Resources. In this initial roll-out period, sabbatical requests will be granted according to seniority, i.e., more senior employees will get first preference on scheduling, to the extent that is programmatically and operationally feasible. The Union and LAAW will otherwise discuss the initial roll-out and timing of sabbaticals and reach a mutual agreement to ensure a smooth transition of the roll-out for operations.

Employees shall become eligible for their first paid sabbatical on their sixth anniversary, and thereafter on their 12th anniversary and future similar six-year period anniversaries. For employees with more than six years of service as of the effective date of this Agreement, they will be eligible for their first paid sabbatical as of January 1, 2024, and for their next paid sabbatical each six years thereafter (that is on January 1, 2030 for their second paid sabbatical), and on a six-year rolling basis thereafter. Sabbaticals may not be stacked (that is, taken at the end of one six-year period and the beginning of the next six-year period), nor combined with other leaves beyond the maximum eight-week period described above.

Sabbaticals are not accrued and will not carry over if not taken in the six-year period that employees are eligible to take their paid sabbatical.

During the sabbatical, employees shall not have responsibilities for work at Legal Aid.

Health, vision and dental benefits will continue during the sabbatical at the organization's expense, and sick leave and vacation time will accrue during the paid portion of the sabbatical (and if additional paid vacation time is used). For employees who receive payment in-lieu of health benefits, the stipend will continue for the duration of the sabbatical. LAAW also will continue making matching retirement contributions during a paid sabbatical. Seniority shall accrue during the sabbatical.

Both full and part-time employees are eligible for a sabbatical. (Part-time employees will be paid based on their part-time weekly compensation.) Sabbaticals must be requested at least 90 days in advance, and arranged with and approved in advance by the President and VP of Human Resources, and/or the VP of Programs and Litigation. Sabbaticals shall not be unreasonably denied. An employee's requested sabbatical leave shall not be deferred for more than twelve (12) months, except in the initial roll-out in the first year of the contract.

Employees who take a sabbatical leave are responsible for coordinating with their Program Director, Department lead, or supervisor to ensure that all essential work and other responsibilities are assigned among the staff before the departure date. Upon return from a sabbatical, Legal Aid will reinstate the employee to the same position to the one held before the leave began, provided, however, that the employee will have no greater right to reinstatement than if the employee had been continuously employed.

Employees will not be paid out unused sabbatical leave on separation of employment.

H. REPRODUCTIVE LOSS LEAVE

An employee who suffers a reproductive loss in their family may take up to five days of paid reproductive loss leave. Pay for reproductive loss leave is calculated at the employee's normal rate of pay. Additional unpaid leave may be taken upon approval of the VP of Human Resources. In that circumstance, the employee may elect to use accrued vacation, sick pay, or leave without pay. For the purposes of reproductive loss leave, "family" shall be defined as in the Sick Leave section above.

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

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

Legal Aid is an equal employment opportunity employer and does not discriminate on the basis of race, color, religious creed, sex (including pregnancy), gender, national origin, ancestry, citizenship, age, medical condition including genetic characteristics, mental or physical disability, military or veteran status, marital status, family responsibilities, caregiver status, sexual orientation, gender identity (including transgender status), gender expression, weight, height, linguistic characteristics (such as accent and limited English proficiency where not substantially job-related), citizenship status, status as a victim of domestic violence, sexual assault, or stalking, HIV/AIDS status, reproductive decisionmaking, cannabis use off-duty/off-site, or any other basis prohibited by law. Legal Aid also prohibits discrimination based on a perception that an individual has any of the characteristics of the protected classes listed above, and further prohibits discrimination against an individual who is associated with a person who has, or is perceived to have, any of those characteristics.

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

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

SECTION 22. BREASTFEEDING POLICY

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

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

SECTION 23. BABIES IN THE WORKPLACE

New parents, foster parents, or guardians with infant children (“parents”) may bring their infant to work with them until the child is six months old or begins to crawl, whichever comes first. The infant must remain under the direct care and supervision of the parent at all times. The parent will accept complete responsibility for the safety of the infant.

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

SECTION 24. WORKPLACE GENDER TRANSITION GUIDELINES

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

SECTION 25. WORKPLACE HEALTH AND SAFETY

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

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

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

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

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

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

SECTION 26. MANAGEMENT RIGHTS

It is mutually agreed that consistent with the By-laws of Legal Aid at Work, it is the sole right of management to operate and manage Legal Aid as an organization. The parties agree that except as specifically modified or limited by the express provisions of this Agreement, Legal Aid retains all rights, powers, duties, responsibilities, and authority of management that it has by law, regardless of whether or not Legal Aid previously exercised such right or exercised it in a particular way. The exclusive rights of Legal Aid include but are not limited to, the right to operate and manage Legal Aid and to direct the work of the staff; to determine the mission and programs of the organization; to exercise control and discretion over the organization and its operations (including the composition and size of its workforce); to hire, transfer or layoff as well as promote, demote, discipline and discharge for just cause; to manage the budget, finances and allocation of resources of the organization; to establish qualifications for employment, including job descriptions; to determine the type and scope of services and the methods, means and procedures of providing services to the organization's clients; to determine reasonable standards of performance; to formulate and implement policies and methods of operation; to expand, reduce, create, change, combine, or eliminate any job or job classifications, department, service or program; to be the sole and final judge of the type, quality, and quantity of the services to be rendered; and to otherwise generally manage the business of Legal Aid. This article is not intended to limit the employer's obligation to bargain with the Union over mandatory subjects of bargaining, nor does it waive the Union's right to argue that past practice applies.

SECTION 27. NO-STRIKE CLAUSE

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

SECTION 28. BARGAINING UNIT WORK

The parties agree and the Union acknowledges that the duties of management may often overlap with bargaining unit members' duties. For example, although the former position of Chief Program Officer was a non-bargaining unit position, the position involved the practice of law, hands-on case work, engaging in litigation, all other activities related to program work, and assisting the Program Directors and others in the organization as appropriate for the efficient operation of the organization and maximum use of the organization's resources. Similarly, the VP of Strategy is involved in hands-on work in grant funding and applications. The performance of these or any duties by management that may overlap with those of bargaining unit members shall not cause an erosion of the unit through demotion, layoff or attrition.

SECTION 29. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2024 through December 31, 2026. Either party may give 60 days' written notice prior to the expiration date of their desire to terminate this Agreement; in the event no such notice is given, this Agreement shall be renewed from year-to-year after the expiration date hereof, subject to written notice of termination or modification 60 days prior to any subsequent anniversary date of this Agreement.

SECTION 30. SCOPE OF AGREEMENT

A. SCOPE

This Agreement contains the entire understanding, undertaking, and agreement of LAAW and the Union. Changes to the Agreement must be reduced to writing and executed by both LAAW and the Union to be effective.

B. EMPLOYEE HANDBOOK GOVERNING TERMS AND CONDITIONS OF EMPLOYMENT

If there are conflicts between this Agreement and LAAW's Employee Handbook, manuals, policies, and work rules, this Agreement shall govern. Where there are no conflicts and in those areas not addressed specifically by this Agreement, the Handbook, manuals, policies and work rules shall govern.

LAAW will provide the Union advance notice of any material changes to terms and conditions of employment. LAAW will bargain any such changes in good faith with the Union upon the Union's request.

C. SUCCESSORSHIP

This Agreement shall bind the signatories hereto, as well as their successors and assigns for the duration of the term set forth by this Agreement. LAAW 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.

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

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



John Mader,
President

LEGAL AID AT WORK



Joan Graff
President

DATE 04/01/2024

DATE 04/01/2024

EXHIBIT A: BARGAINING UNIT POSITIONS

Office Manager
Program Directors
Senior Staff Attorneys
Staff Attorneys
Grant-Funded Attorney (for term of grant)
Paralegals/Legal Assistants
Development Manager
Communications Manager
Grants Manager
Fellows working more than 6 months
Temporary Employees
Language Access Coordinator
Community Outreach Coordinator
Development Associate
Development Database Specialist
Operations Associate
Development Assistant
Receptionist/Intake Assistant
Network Administrator
Assistant Director
Community Organizer/Advocate
Grants Specialist
Operations and Technology Manager

EXHIBIT B: SALARY RANGE STEPS

Exhibit B: Wage Scales for Attorneys

Step	2024	2025	2026
1	\$90,000	\$93,600	\$97,344
2	\$92,600	\$96,304	\$100,156
3	\$95,300	\$99,112	\$103,076
4	\$98,100	\$102,024	\$106,105
5	\$101,000	\$105,040	\$109,242
6	\$104,500	\$108,680	\$113,027
7	\$108,000	\$112,320	\$116,813
8	\$111,500	\$115,960	\$120,598
9	\$114,750	\$119,340	\$124,114
10	\$118,000	\$122,720	\$127,629
11	\$121,250	\$126,100	\$131,144
12	\$123,750	\$128,700	\$133,848
13	\$126,250	\$131,300	\$136,552
14	\$128,750	\$133,900	\$139,256
15	\$131,250	\$136,500	\$141,960
16	\$133,750	\$139,100	\$144,664
17	\$136,250	\$141,700	\$147,368
18	\$138,750	\$144,300	\$150,072
19	\$141,250	\$146,900	\$152,776
20	\$143,650	\$149,396	\$155,372
21	\$145,950	\$151,788	\$157,860
22	\$148,150	\$154,076	\$160,239
23	\$150,250	\$156,260	\$162,510
24	\$152,250	\$158,340	\$164,674
25	\$154,150	\$160,316	\$166,729
26	\$155,950	\$162,188	\$168,676
27	\$157,650	\$163,956	\$170,514
28	\$159,350	\$165,724	\$172,353
29	\$161,050	\$167,492	\$174,192
30	\$162,750	\$169,260	\$176,030
31	\$164,450	\$171,028	\$177,869
32	\$166,150	\$172,796	\$179,708
33	\$167,850	\$174,564	\$181,547
34	\$169,550	\$176,332	\$183,385
35	\$171,250	\$178,100	\$185,224
36	\$172,950	\$179,868	\$187,063

Note: 1% annual increase after Step 36.

Program Director Premium: \$6,000 for Years 1-3 as Program Director; \$8,000 for Years 4-5 as Program Director; \$10,000 for Years 6 and above as Program Director

Exhibit B: Wages for Assistant Director Scale

Step	2024	2025	2026
1	\$96,500	\$100,360	\$104,374
2	\$98,600	\$102,544	\$106,646
3	\$100,700	\$104,728	\$108,917
4	\$102,800	\$106,912	\$111,188
5	\$104,900	\$109,096	\$113,460
6	\$107,000	\$111,280	\$115,731
7	\$109,100	\$113,464	\$118,003
8	\$111,200	\$115,648	\$120,274
9	\$113,300	\$117,832	\$122,545
10	\$115,400	\$120,016	\$124,817
11	\$117,500	\$122,200	\$127,088
12	\$119,600	\$124,384	\$129,359
13	\$121,700	\$126,568	\$131,631
14	\$123,800	\$128,752	\$133,902
15	\$125,900	\$130,936	\$136,173

Note: 2% annual increase after Step 15 for each scale

Exhibit B: Wages for Manager Scale

Step	2024	2025	2026
1	\$86,500	\$89,960	\$93,558
2	\$88,400	\$91,936	\$95,613
3	\$90,300	\$93,912	\$97,668
4	\$92,200	\$95,888	\$99,724
5	\$94,100	\$97,864	\$101,779
6	\$96,000	\$99,840	\$103,834
7	\$97,900	\$101,816	\$105,889
8	\$99,800	\$103,792	\$107,944
9	\$101,700	\$105,768	\$109,999
10	\$103,600	\$107,744	\$112,054
11	\$105,500	\$109,720	\$114,109
12	\$107,400	\$111,696	\$116,164
13	\$109,300	\$113,672	\$118,219
14	\$111,200	\$115,648	\$120,274
15	\$113,100	\$117,624	\$122,329

Note: 2% annual increase after Step 15 for each scale

Exhibit B: Wages for Coordinators, Paralegals [new], Advocates and Specialists

Step	2024	2025	2026
1	\$76,500	\$79,560	\$82,742
2	\$78,200	\$81,328	\$84,581
3	\$79,900	\$83,096	\$86,420
4	\$81,600	\$84,864	\$88,259
5	\$83,300	\$86,632	\$90,097
6	\$85,000	\$88,400	\$91,936
7	\$86,700	\$90,168	\$93,775
8	\$88,400	\$91,936	\$95,613
9	\$90,100	\$93,704	\$97,452
10	\$91,800	\$95,472	\$99,291
11	\$93,500	\$97,240	\$101,130
12	\$95,200	\$99,008	\$102,968
13	\$96,900	\$100,776	\$104,807
14	\$98,600	\$102,544	\$106,646
15	\$100,300	\$104,312	\$108,484

Note: 2% annual increase after Step 15 for each scale

Exhibit B: Wages for Associates and Assistants

Step	2024	2025	2026
1	\$66,500	\$69,160	\$71,926
2	\$68,000	\$70,720	\$73,549
3	\$69,500	\$72,280	\$75,171
4	\$71,000	\$73,840	\$76,794
5	\$72,500	\$75,400	\$78,416
6	\$74,000	\$76,960	\$80,038
7	\$75,500	\$78,520	\$81,661
8	\$77,000	\$80,080	\$83,283
9	\$78,500	\$81,640	\$84,906
10	\$80,000	\$83,200	\$86,528
11	\$81,500	\$84,760	\$88,150
12	\$83,000	\$86,320	\$89,773
13	\$84,500	\$87,880	\$91,395
14	\$86,000	\$89,440	\$93,018
15	\$87,500	\$91,000	\$94,640

Note: 2% annual increase after Step 15 for each scale

EXHIBIT C: PAID LEAVE CHART

	<u>BASIC RULES</u>	<u>PROTECTED TIME OFF, PAY AND BENEFITS</u>
<p><u>PDL</u> (Pregnancy Disability Leave)</p>	<p>All employees are eligible for PDL regardless of how long or how many hours they have worked at LAAW.</p> <p>PDL may be taken intermittently as medically necessary.</p> <p>Employees also are entitled to reasonable accommodation for pregnancy, childbirth and related medical conditions upon medical certification from their healthcare provider.</p> <p>See Employee Handbook for further details.</p>	<p>Protected Time Off: Employees' jobs are protected – meaning they may take leave and return to the same or comparable position (except that an employee returning from PDL has no greater right to reinstatement than if the employee had been continuously employed) – for up to 4 months if they are disabled by pregnancy, childbirth or a related condition, with additional time off as a reasonable accommodation under the FEHA/ADA, provided such accommodation is not an undue hardship.</p> <p>Pay: Paid PDL leave starts following the SDI seven-day waiting period, during which period the employee must use sick pay and may use vacation leave. After the 7-day waiting period, employees are not required to use or exhaust their sick leave or use vacation. Legal Aid then will pay the difference between SDI and salary, up to <u>100%</u> of salary, for up to 120 days if the pregnancy disability continues through 120 days. On the 91st day, employees may apply for LTDI benefits under Legal Aid's LTDI plan, and provided the employee does so and is granted LTDI, LAAW will pay the difference between LTDI and salary up to 100% of salary from the 91st day of salary through the 180th day.</p> <p>Health Benefits: Up to 12 months total paid health benefits for PDL plus New Parent Leave time combined. For employees who receive payment in-lieu of health benefits, the stipend will continue for the same duration that paid health benefits would be in place, up to 12 months' maximum for PDL and New Parent Leave.</p>
<p><u>New Parent Leave</u> (CFRA)</p>	<p>New Parent Leave/CFRA is available to all employees, although the duration of pay during leave may vary depending on length of service at LAAW (unlike FMLA/CFRA eligibility requirements that employee must have worked 12 months and 1250 hours in the preceding 12 months).</p> <p>Leave may be taken by new parents following the birth, adoption or foster placement of a child, or when an employee becomes in loco parentis to a child.</p> <p>See Employee Handbook for further details.</p>	<p>Protected Time Off: Protected Time Off: Employees' jobs are protected – meaning they may take 12 workweeks of leave and return to the same or comparable position (except that an employee returning from this leave has no greater right to reinstatement than if the employee had been continuously employed). Employees also may take up to 12 workweeks per year of additional unpaid leave in the discretion of Legal Aid. New Parent Leave is in addition to leave that a pregnant person receives under PDL. New Parent Leave must be taken within one year of birth, adoption of foster placement of child.</p> <p>Pay: Paid new parent leave is a benefit provided by LAAW in addition to any Paid Family Leave (PFL) benefits from the state. For a person who gives birth, Paid New Parent Leave begins after PDL is over. The number of weeks on the list below is salary that is completely paid by LAAW, in addition to what employees may be entitled to for state Paid Family Leave benefits. Based on length of employment, employees are entitled to the following. Paid new parent leave (following PDL) first will be integrated with PFL benefits (that is, paying the difference between PFL and Legal Aid salary, up to 100% of salary), and then will be carried over for additional paid time off, with total salary paid by Legal Aid as follows:</p> <ul style="list-style-type: none"> • Up to 1 year: <u>8 weeks total salary.</u> • 1+ years: <u>12 weeks' total salary.</u>

		<p>Most employees will be eligible for up to 8 weeks of Paid Family Leave (PFL) benefits from the state of California.</p> <p>Employees will be paid the full salary amount per day (that is, may not split their benefits), and absent the need for ADA/FEHA accommodation, the maximum amount of time off granted for PDL plus New Parent Leave will be 12 months.</p> <p>Health Benefits: Up to 12 months total for PDL and paid New Parent Leave combined, or up to 6 months New Parent Leave, if the leave is for New Parent Leave only. For employees who receive payment in-lieu of health benefits, the stipend will continue for the same duration that paid health benefits would be in place.</p>
<p><u>Employee Medical/Disability Leave</u></p>	<p>All employees are eligible (unlike FMLA/CFRA eligibility requirements that employee must have worked 12 months and 1250 hours in the preceding 12 months).</p> <p>Leave may be taken for the employee's serious health condition (as defined by the FMLA/CFRA), as certified by the employee's healthcare provider.</p> <p>See Employee Handbook for further details.</p>	<p>Protected Time Off: Up to 16 workweeks, with additional time off as reasonable accommodation under the FEHA/ADA, provided such accommodation is not an undue hardship. There is no eligibility requirement for an employee to take protected time off for the employee's own medical/disability leave.</p> <p>May be taken intermittently or on reduced schedule when medically necessary.</p> <p>Pay: Paid Employee Medical/Disability Leave is provided to employees.</p> <p>Paid leave starts following the SDI <u>seven-day waiting period</u> (during which period employee must use sick leave and also may use vacation pay). Then, Legal Aid will pay the difference of SDI (or workers' comp) and salary, up to <u>100%</u> of salary, for up to 120 days. The employee will not have to use their own sick leave or vacation pay after the initial seven-day waiting period. The employee may apply for LTDI on the 91st day under the Legal Aid LTDI plan, and provided the employee does so, and is granted LTDI, LAAW will pay the difference between LTDI and salary up to 100% of salary from the 91st day of salary through the 180th day.</p> <p>Health Benefits: Continued for up to <u>one year</u>. For employees who receive payment in-lieu of health benefits, the stipend will continue for the same duration that paid health benefits would be in place.</p>

<p><u>Family Caregiving Leave</u></p>	<p>All employees are eligible (unlike FMLA/CFRA eligibility requirements that employee must have worked 12 months and 1250 hours in the preceding 12 months). Leave may be taken to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or person related by blood or affinity whose close association with the employee is the equivalent of a family relationship, with a serious health condition (as defined by the FMLA/CFRA), as certified by a health care provider.</p> <p>See Employee Handbook for further details.</p>	<p>Protected Time Off: 12 weeks protected leave plus up to 12 workweeks per year of additional unpaid leave in the discretion of Legal Aid. All employees are entitled to take protected time off for family caregiving leave.</p> <p>Pay: Paid Family Caregiving Leave is provided to eligible employees as stated below to care for a family member as defined to the left with a serious health condition.</p> <p>Paid family caregiving leave must be taken in increments of one day or more (although employees may use sick or vacation in smaller increments for family caregiving purposes).</p> <p>Based on length of employment, employees are entitled to the following. Paid leave will be integrated with PFL benefits (that is, paying the difference between PFL and Legal Aid salary, up to 100% of salary), as follows:</p> <ul style="list-style-type: none"> • Up to 1 year: 8 weeks' make-whole salary • 1+ years: 12 weeks' make-whole salary <p>Employees also may elect to use accrued sick or vacation pay to either supplement PFL benefits once paid family caregiving leave benefits have been exhausted, or after PFL benefits run, for the remainder of the 12-workweek period.</p> <p>Health benefits: For up to 6 months per year. For employees who receive payment in-lieu of health benefits, the stipend will continue for the same duration that paid health benefits would be in place.</p>
<p>ADDITIONAL NOTES</p>		<p>Note: The above-described paid leave(s) paid by Legal Aid will be counted toward any legally mandated paid leave under San Francisco's paid parental leave ordinance (and any similar ordinances in the future); that is, Legal Aid's paid leave will not be in addition to any such mandated paid leave under the law.</p> <p>The maximum total amount of paid new parent and/or paid family caregiving leave that will be granted in a rolling backward 12-month period is the maximum amount of pay that an employee otherwise would be entitled to under either policy, but not both. For example, if an employee takes and uses 12 weeks of paid new parent leave (receiving 12 weeks' salary), the employee is not entitled to any additional paid family caregiving or paid new parent leave in a rolling-backward 12-month period.</p> <p>Employees will be guaranteed a minimum of 12 weeks off in a rolling-backward 12-month period for either New Parent Leave or Family Caregiving Leave or a combination of both (12 weeks total of paid and/or unpaid time). Additional unpaid time off (or paid time such as vacation or sick leave) may be granted at Legal Aid's discretion.</p>

		<p>All employees on such leave shall continue to accrue vacation and sick leave for the duration of all paid portions of such leave, and shall continue to accrue seniority.</p> <p>“Health Benefits” means the employee’s and their dependents’ participation in the Legal Aid’s group health plans to the same extent and under the same terms and conditions as would apply had the employee not taken leave. The employee also shall be entitled to participation in Legal Aid’s retirement plan during paid leave as if the employee had not taken leave.</p>
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EXHIBIT D: GRID GUIDELINES

Contribution Through Legal Program Delivery				
Job Family	Legal			
Role	Attorney, Program Director			
Role Description	Serves as an attorney delivering programs aligned with the mission of LAAW. Functional areas include direct services, litigation, policy and grant delivery.			
Job Progression	Attorney	Staff Attorney	Senior Staff Attorney	Program Director
Typical Title	Fellow, Grant-Funded Attorney	Staff Attorney	Senior Staff Attorney	Program Director
Level Descriptors	<ul style="list-style-type: none"> * Develops skills to perform basic legal research, writing and intake in support of program staff * Develops understanding of how the assigned duties relate to others in the team * Receives guidance and direction on prioritization and management of workload * Recognizes and solves typical problems that can occur in own work area within prescribed procedures and with supervisory approval; evaluates and selects solutions from established options * Impacts the quality of their own work, services or information provided; follows prescribed, standardized procedures and practices and receives regular close supervision and guidance * Uses communications skills to exchange information 	<ul style="list-style-type: none"> * Has established skills to perform a range of legal work in support of clients and program goals * Understands how assigned work relates to others in the program and how the team integrates with others in the office * Has no direct supervisory responsibilities but may provide guidance to fellows, summer clerks and paralegals * Recognizes and solves typical problems that can occur without supervisory approval; evaluates and selects solutions from established options * Impacts own team through the quality of the services or information provided; follows standardized practices and receives moderate supervision and guidance * Uses communications skills to exchange information 	<ul style="list-style-type: none"> * Is skilled in a range of legal and program processes, procedures and systems to carry out assignments or has developed deep skills in a single area * Uses knowledge of how the team integrates with others to accomplish the team objectives * Provides informal guidance and support to other team members * Provides solutions to problems in situations that are atypical or infrequently occurring based on practice and existing precedents or procedures * Impacts the quality, timeliness and effectiveness of the team; uses discretion to modify work practices and processes to achieve results or improve efficiency * Explains technical information within the team 	<ul style="list-style-type: none"> * Has comprehensive understanding of a range of legal processes, procedures, systems and concepts within own discipline * Uses knowledge of how related teams impact achievement of objectives to further the mission * Provides subject matter guidance to team members * Serves as lead for the team, may allocate work; including coaching on performance, coordinating activities, checking on quality and progress * Utilizes novel approaches to identify and solve issues that arise with little or no precedent * Impacts own team and other teams whose work activities are closely related; suggests improvements to existing processes and solutions to improve the efficiency of the team * Develops strategies, ideas and projects within the program or in collaboration with other programs
Minimum Education and Experience	JD Degree and California Bar Admission required shortly after hiring	JD Degree and California Bar Admission	JD Degree and California Bar Admission and 8 years of legal experience	JD Degree and California Bar Admission and 4 years of legal experience
Step Placement at Hiring	Step 1-7 on Attorney range based on years out	Step 1-7 on Attorney range based on years out	Step 8 and above on Attorney range based on years out	Step 4 and above on Attorney range based on years out + Program Director Premium

	Contribution Through Management	
Job Family	Management	
Role	Manager, Assistant Director	
Role Description	Manages some of the development, technical and administrative operations of LAAW, encompassing a broad and complex variety of job requirements and staff interactions	
Typical Title	Manager	Assistant Director
Level Descriptors	<ul style="list-style-type: none"> * Requires in-depth understanding of concepts, theories and principles in own discipline and basic knowledge of other disciplines * Applies understanding of the office and program needs and how own area contributes to the achievement of objectives * Manages, adapts plans and priorities to meet service and/or operational challenges * Identifies and resolves technical, operational and organizational problems * Impacts the level of service and the team's ability to meet quality, volume, and timeliness objectives - Guided by policies, resource requirements, budgets and the budget * Guides, influences and persuades others either internally in other areas or externally with customers or agencies 	<ul style="list-style-type: none"> * Requires broad and comprehensive understanding of different systems, theories and practices * Applies in-depth understanding of how own discipline integrates within the office * Leads by influence; executes functional plans and contributes to the development of functional strategy <ul style="list-style-type: none"> *Adapts to changing complex needs by applying analytical thought and judgment * Impacts the results of a function by supporting and funding of projects, products, services and/or technologies and developing policies and plans * Considers the opinions of others within the office and in external organizations; exercises sensitivity to the audience * Works closely with critical external constituencies and influencers including the Board of Directors
Minimum Education and Experience	Four year degree with five years of increasing responsibility in the discipline. If no degree, seven years related experience required	Four year degree with ten years of increasing responsibility in the discipline. If no degree, twelve years related experience required
Step Placement at Hiring	Step 1 of Manager range for Minimum Qualifications, additional steps up to step 7 for each year of added experience beyond the minimum of five	Step 1 of Assistant Director range for Minimum Qualifications, additional steps up to step 7 for each year of added experience beyond the minimum of ten

	Contribution Through Support and Coordination			
Job Families	Assistant, Associate, Coordinator, Administrator, Advocate, Specialist, Paralegal			
Role	Administrative, Technical, Program and Legal Support			
Role Description	Receives, redirects or responds to departmental needs in support of the mission. Answers questions and serves as a reference on policies and procedures. Drafts correspondence, merges files to produce letters, etc. using word processing software. Assembles materials for complex reports. Analyzes and address issues in area of expertise.			
Job Progression	Assistant	Associate	Paralegal	Coordinator, Administrator, Advocate, Specialist
Typical Title	Administrative Assistant, Development Assistant	Development Associate, Operations Associate	Paralegal/Legal Assistant	Language Access Coordinator, Community Outreach Coordinator, Workers' Advocate, Development Database Specialist
Level Descriptors	<ul style="list-style-type: none"> * Develops skills to perform basic activities in own job * Develops understanding of how the assigned duties relate to others in the team * Receives guidance and direction on prioritization and management of workload * Recognizes and solves typical problems that can occur in own work area within prescribed procedures and with supervisory approval; evaluates and selects solutions from established options * Impacts the quality of their own work, services or information provided; follows prescribed, standardized procedures and practices and receives regular close supervision and guidance * Uses communications skills to exchange information 	<ul style="list-style-type: none"> * Has established skills to perform a range of day-to-day activities * Understands how the assigned duties relate to others in the team and how the team integrates with others in the office * Has no supervisory responsibilities; manages own workload * Recognizes and solves typical problems that can occur in own work area without supervisory approval; evaluates and selects solutions from established options * Impacts own team through the quality of the services or information provided; follows standardized procedures and practices and receives regular but moderate supervision and guidance * Uses communications skills to exchange information 	<ul style="list-style-type: none"> * Is skilled in a range of processes, procedures and systems to carry out assigned tasks or has developed deep skills in a single area * Uses knowledge of how the team integrates with others to accomplish the team objectives * Provides informal guidance and support to more junior team members * Provides solutions to problems in situations that are atypical or infrequently occurring based on practice and existing precedents or procedures * Impacts the quality, timeliness and effectiveness of the team; uses discretion to modify work practices and processes to achieve results or improve efficiency * Explains technical information within the team 	<ul style="list-style-type: none"> * Has developed breadth and/or depth of skills in a range of processes, procedures and systems, or acts as the technical expert in an area * Uses knowledge of how related teams impact achievement of objectives * Provides subject matter guidance to more junior team member * Gathers and analyzes data to identify and solve problems that arise with little or no precedent * Impacts own team and other teams whose work activities are closely related; suggests improvements to existing processes and solutions to improve the efficiency of the team * Evaluates and communicates technical content in a clear manner
Minimum Education and Experience	High School or GED and one year clerical experience or Associates Degree	Associate's Degree and one year related experience. If no degree, two years related experience required	Either Associate's Degree and two years related experience or Paralegal Certificate and one year related experience. If no degree, three years related experience required	Four year degree and one year related experience. If no degree, three years related experience required
Step Placement at Hiring	Step 1 of A,A range; additional steps up to step 7 for each year of experience above the minimum criteria required	Step 2 of A,A range; additional steps up to step 7 for each year of experience above the minimum criteria required	Step 1 of C,A,S,P range; additional steps up to step 7 for each year of experience above the minimum criteria required	Step 1 of C,A,S,P range; additional steps up to step 7 for each year of experience above the minimum criteria required

SIDE LETTER REGARDING MEDICAL BENEFITS ELIGIBILITY

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

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

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



**John Mader
President**

DATE 04/01/2024

LEGAL AID AT WORK



**Joan Graff
President**

DATE 04/01/2024

SIDE LETTER ON DEI ISSUES

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

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

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

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

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

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

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

SIDE LETTER ON THE REOPENING OF THE LAAW OFFICE

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

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

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

The LMC shall be the forum for these discussions.