AGREEMENT

between

LEGAL AID AT WORK

(formerly known as the
Legal Aid Society-Employment Law Center)

and

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

October 1, 2016 – September 30, 2019
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THIS AGREEMENT is entered into this 1st day of October, 2016, between Legal Aid at Work (formerly known as the Legal Aid Society-Employment Law Center) (hereinafter called the “Employer” or “Legal Aid”) and ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20, IFPTE AFL-CIO & CLC (hereinafter called the “Union” or “ESC”).

SECTION 1. UNION RECOGNITION

A. The Employer recognizes the Union as the exclusive collective bargaining representative of employees of Legal Aid in the classifications as per the card check agreement certified by David Weinberg on May 19, 2015 (Exhibit A), and as modified since that date (as reflected in Exhibit B), 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 Chief Operating Officer in advance of any such visit. Meetings with employees may occur in employees’ offices as the first choice or in a conference room, if available, but the business of the office shall take priority in the use of any conference room. During such visits, employees shall take appropriate steps to ensure protection of any confidential client information or other information for which disclosure to third parties is prohibited. The Union Representative will ensure that such meetings and visits will not interfere with or disrupt normal operations or employees’ work.

SECTION 5. UNION REPRESENTATION

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

B. Stewards may use a reasonable amount of time during their work day to investigate grievances, represent members in meetings with management, and ensure that the provisions of this Agreement are uniformly enforced. At the same time, shop stewards will not disrupt or interfere with an employee’s work duties during normal work hours, and will ensure that their own work is not negatively impacted by the discharge of their shop steward duties.

C. Employees appointed by the Union to serve on the Labor Management Committee, Negotiating Committee, and other sub-committees created by the Labor Management
Committee shall receive straight-time (or normal pay) for all meetings scheduled with management at mutually agreed times.

SECTION 6. LABOR MANAGEMENT COMMITTEE

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

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

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

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

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

SECTION 7. POSTING AND FILLING VACANT/NEW POSITIONS

All positions 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 may be used to identify additional candidates.

The hiring process shall be as follows:

1) Initial screening of candidates for minimal qualifications will be done by management;
2) Management along with the appropriate Program Director or Department Manager will review the applicant submissions, select candidates for interviews, and interview them;
3) Management also will seek input from other staff members as it deems appropriate;
4) Management will include the appropriate Program Director or Department Manager in discussions as to any hiring decision regarding a candidate in their respective programs/departments and strive to reach consensus on the hire; and
5) All final hiring decisions remain in the discretion of management.

SECTION 8. TEMPORARY EMPLOYEES

For the purposes of this Agreement, a temporary employee is an individual hired to work full- or part-time, on a short-term or project basis, in an existing covered position or in what would be considered a new covered position under Section 1 of this Agreement.

A. General

1. Temporary Employees may be hired on either a full- or part-time basis, for staff special projects of limited duration; to temporarily fill the position of a recently departed employee; to temporarily fill a new position until a regular employee is hired; to provide temporary assistance based on certain needs (such as a specific case, grant or trial); and to provide temporary coverage for regular employees who are on pre-approved leave.

2. Exclusions: Notwithstanding the foregoing, the Union and Employer agree that the following positions are excluded from the bargaining unit entirely: Summer law clerks, law students, law clerk interns, and Fellows with fellowships lasting less than 6 months, except that all such individuals, if hired to work and paid by Legal Aid as employees (such as summer law clerks and Fellows), will be entitled to sick leave benefits as required by law. However, the Employer agrees that for fellowship opportunities lasting at least six months (including, for example, Skadden Fellows, but expressly excluding Bridge and other fellowships lasting less than six months), the Fellow will be covered by this Agreement, except that the Fellow's salary and any other terms of employment governed by their fellowship will be subject to the terms of that fellowship, and such Fellows therefore shall not be covered by the salary grid contained in Exhibit C if their pay is set by their fellowship. Such Fellows also shall not be covered by the Introductory Period language in Section 9 of this Agreement, and shall not earn or accrue seniority under this Agreement, unless they subsequently are hired as regular employees. To the extent that the terms of a fellowship conflict with this Agreement, the terms of the fellowship shall govern and shall supersede this Agreement.

3. All temporary employees who are hired into regular positions at Legal Aid within one year following their temporary position will have their time as a temporary employee count towards their length of service with the organization for purposes of time off accruals and any other benefits based on years of service. However, classification seniority within the job classification will only be bridged if the employee is hired as a regular employee into the same classification, or if a Fellow is hired as a Staff Attorney within one year of completing their Fellowship. Thus, for example, a temporary legal assistant/paralegal subsequently hired within one year as a regular legal assistant/paralegal will have his/her classification seniority bridged back to his/her original hire date (less any time in between the positions). Likewise, a Skadden Fellow
subsequently hired within one year as a Staff Attorney will have classification seniority as a Staff Attorney based on his/her hire date as a Fellow (less any time in between the positions).

In addition, although otherwise excluded from the bargaining unit under this Agreement, Fellows with fellowships lasting less than 6 months who then are hired into regular positions at Legal Aid within one year following completion of their fellowship shall have their time as a Fellow count towards their length of service with the organization for benefit accrual purposes and also will have classification seniority as a Staff Attorney, based on their hire date as a Fellow (less any time in between the positions).

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

C. Limits on use of Temporary Employees, Fellows, Law Clerks and Volunteer/Pro Bono/Special Counsels: Legal Aid will not use temporary employees/volunteers or other special types of employees to replace or reduce the current level of staffing and hours for regular part-time and full-time employees, or to postpone or avoid posting new regular positions. The Labor Management Committee periodically may review the use of temporary employees/volunteers/etc. to provide input on their effect on workload and staffing requirements.
D. The parties further agree that the Employer also may utilize hourly workers through a temporary staffing agency on a temporary basis, for a period of up to nine months or for the 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 temp agency), whichever is greater. Individuals utilized through a temporary staffing agency will not be covered by the terms of this Agreement.

SECTION 9. 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 10. 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 11.   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:

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 may take into account the seniority of employees with the organization. Once Legal Aid determines which positions (if any) shall be eliminated, Legal Aid shall advise the Union before any layoffs are implemented. The Union may have the opportunity to provide input within 5 days of that notice. Layoff decisions remain in Legal Aid’s discretion. Layoffs shall occur by seniority within position, with no bumping rights into other positions within the organization.

If layoffs occur, temporary employees normally will be laid off before any regular employees, except that fellows and or any other staff who are specially funded through term-limited outside grants will be excluded from seniority-based layoffs.

A. Employees who are affected by the projected reduction in staff shall be given no less than 10 days’ notice in writing of the projected reduction.

B. Seniority shall govern the order of recall of laid off employees back to their prior position.

C. Following a reduction in staff, before filling job vacancies, provided that a laid-off employee applies for a vacancy, Legal Aid shall first offer such positions to a former laid-off employee if the employee was laid off from that job position in the year prior to the opening of the vacancy.

D. 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 12. 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 his/her 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 Chief Operating Officer or his/her designee will arrange a review meeting within fifteen (15) days with the individuals directly involved.

b. **Resolution:** The Chief Operating Officer or her/his 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 Chief Operating Officer or his/her 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 13. WAGES

Employees will be paid per the grids set forth at Exhibit C. As reflected on Exhibit C, on October 1, 2016, employees shall receive a 0.5% additional wage increase above the amount provided on the 2016 grids (but not on the Program Director Premiums which are paid on top of the grid amounts). That is, each step in the grid will be increased by 0.5% effective on October 1, 2016. Employees who were above the top of the range on January 1, 2016, will receive either a 1.5% increase (non-attorneys) or a 1% increase (attorneys) effective October 1, 2016.

On January 1, 2017 and every January 1 thereafter (through the term of this Agreement), employees will move to the next step in their grade (except for non-attorney employees hired on or after October 1), and the grid will be reviewed in February each year as soon as the San Francisco Area CPI is available for December of the prior year, for the previous year’s CPI increases. The grid will be reviewed and adjusted retroactive to January 1 based on the San Francisco Area Annual Percent Increase for all items less food and energy as of December of the previous year, as published by the Bureau of Labor Statistics and stated in “Table 1. Consumer Price Index for all Urban Consumers – indexes and percent changes for selected periods San Francisco-Oakland-San Jose, CA,” as follows: To the extent that the Bay Area CPI (excluding food and energy) San Francisco Area Annual Percent Increase for all items less food and energy as of December of the previous year, as published by the Bureau of Labor Statistics, is greater than 2.5%, each step of the grid will be adjusted by the differential between the CPI’s average annual increase and 2.5%. For example, if the CPI’s average for the year (excluding food and energy) San Francisco Area Annual Percent Increase for all items less food and energy as of December of the previous year, as published by the Bureau of Labor Statistics is 3.1%, the grid will be adjusted upward by .6% in each step; if the average for the year (excluding food and energy) San Francisco Area Annual Percent Increase for all items less food and energy as of December of the previous year, as published by the Bureau of Labor Statistics is 2.7%, the grid will be adjusted upward by .2% in each step; if the average for the year (excluding food and energy) San Francisco Area Annual Percent Increase for all items less food and energy for December of the previous year, as published by the Bureau of Labor Statistics is 2.4%, the grid will not be adjusted at all. Annual CPI adjustments will also apply to employees who are above the top step of the current grid.

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 his or her first year, he or she will be placed on the first step of the grid and will remain there through December 31 of the following year.
c. Attorneys who are above the top step of the range (36 years post-bar) will receive a 1% wage increase on January 1 of each year of this agreement, in addition to the CPI increase (if applicable).

d. Movement to the Senior Staff Attorney Range will take place at Step 8 of the current Attorney wage range. The increases to steps 8, 9 and 10 of the Attorney range have been averaged out over the steps as per the attached wage range grid.

e. 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 their annual retirement contribution and any other benefits based on income, and included when computing paid time off (i.e. Vacation, Sick Leave, Family Leave, Jury Duty, Bereavement or other paid leaves). Program Directors will receive the increase to the next program director level on January 1, if promoted prior to October 1.

Wage Range – Non-Attorneys:

a. New hires will be placed in the appropriate step based on their previous employment experience. Disputes over step placement may be discussed by the Labor Management Committee and will be decided by the Executive Director and COO.

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. Non-attorneys who are above the top step of the range will receive a 1.5% wage increase on January 1 of each year of this Agreement, in addition to the CPI increase (if applicable).

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

Bi-Lingual Bonus:

An employee who is fluent in a language other than English and who regularly uses that language in the performance of his or her job duties to speak with clients or orally interpret or perform written translations to and from that language, shall receive a $500.00 year-end bonus, paid out with the last paycheck of each year (which bonus shall be pro-rated for 2016 to cover the period October 2016-December 2016, and which bonus also shall be pro-rated for eligible employees who are in their first calendar year of employment).

SECTION 14. EMPLOYEE BENEFITS – INSURANCE PLANS

A. ELIGIBILITY AND ENROLLMENT

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

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 been employed for at least one full calendar month and one day. This waiting period is established by contract with the insurance carriers, and will vary in length from slightly over one month (if the start date falls before the first day of the month) to almost two months (if the start date falls on the first day of the month or later). 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 Chief Operating Officer.

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 1.

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 2016 with the new plan year, the annual increase for the monthly medical contribution shall be capped at 15% per year. Should the 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 proposed “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, Legal Aid shall pay the employee $300 per month in lieu of 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 Chief Operating Officer.

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 Chief Operating Officer 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 15. EMPLOYEE BENEFITS – RETIREMENT AND SAVINGS PLANS

A. RETIREMENT PLAN

Regular 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. Employees are automatically enrolled in the Plan if they are eligible. This 403(b) plan is a defined contribution retirement program sponsored by Legal Aid. The plan allows for both regular (pre-tax) and ROTH (after-tax) contributions.

Employees may elect to defer a portion of their salaries, which permits pre-tax savings for retirement. After the first year of employment, employee contributions into the plan shall be matched by Legal Aid up to $2,000 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.

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

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

B. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT (Dependent Care FSA)
Legal Aid shall provide an employee self-funded Dependent Care Flexible Spending Account for all interested eligible employees. Employees of Legal Aid may reduce their salaries and use pre-tax dollars to pay for childcare or the care of a disabled dependent through the Legal Aid’s Dependent Care Flexible Spending Account.

C. HEALTH FLEXIBLE SPENDING ACCOUNT (Health FSA)

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

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

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

E. BUSINESS USE OF PERSONAL ELECTRONIC DEVICES REIMBURSEMENT

Legal Aid shall provide exempt staff with a stipend of $35.00 dollars per month for use of personal electronic devices ("PED"), such as cellphones, smartphones, or tablets, for work related purposes. Legal Aid will reimburse for the use of one PED only.

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. Overnight trips (not related to litigation) must be approved in advance by the Chief Operating Officer. Non-litigation trip requests, clearly stating the business purpose and estimated cost, must be submitted in writing for approval to the Chief Operating Officer at least a week before departure.

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. MEMBERSHIP FEES AND DUES

Legal Aid will pay for membership fees for staff as follows:

For staff attorneys: Legal Aid will pay for State Bar dues. Subject to finances, Legal Aid 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 Legal Aid), and dues for one additional organization that could include a local bar association, a professional association such as NELA or CELA, or other institutions that have a direct bearing upon the work of Legal Aid. Requests for memberships, including renewals of memberships, shall be submitted to the Chief Program Officer for approval.

The CPO will also consider requests from staff paralegals/legal assistants and other program staff for memberships, including renewals of memberships, in professional organizations that further the interests of Legal Aid. Generally, memberships will be limited to one per staff member.

For non-program staff (except for those in development and communications), the Chief Operating Officer shall consider requests for memberships, including renewals of memberships, in professional organizations that would further the interests of the Legal Aid. Generally, memberships will be limited to one per staff member.

The President shall consider requests made by the development and communications staff for membership, including renewals of memberships, in professional organizations that would further the interests of Legal Aid. Generally, memberships will be limited to one per staff member.

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

H. 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.

I. TRAINING

Legal Aid will pay for work-related training of employees, subject to prior approval of the Chief Operating Officer. Training handbooks or guides paid for by Legal Aid are the property of Legal Aid and should remain in the office.
SECTION 16.  EMPLOYEE BENEFITS – TIME OFF

A. HOLIDAYS
Legal Aid will observe the following days as office holidays:

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

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.

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.

1. Holidays During Paid Leave

In the event that an employee is using accrued paid leave on an office holiday, that day will not be charged against the employee’s accrued sick leave or vacation leave time. If a holiday falls while an employee is on SDI or PFL, the employee will be paid holiday pay for that day for full integration with the SDI or PFL. If the holiday falls while the employee is using paid parental or caregiving leave (after PFL benefits), the holiday pay is included in and counted toward the number of total weeks’ of paid salary that the employee is entitled to be paid under the paid leave policy. If an employee is using intermittent paid caregiving leave in single days, intermittent paid leave does not need to be used when the leave falls on a holiday.

2. Work on Holidays

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

3. Holidays During Leave Without Pay
Employees will not be paid for holidays occurring during a leave of absence without pay.

B. VACATION

1. Accrual

Employees begin to earn and accrue vacation leave from the first day of employment, with the accrual rates based on the employee’s length of service as set forth below. The maximum accrued vacation leave allowed any employee is 1.75 times the employee’s annual accrual rate or, the employee’s existing balance if an employee’s balance exceeds the cap because of a previously higher accrual cap. Once an employee reaches the maximum accrued vacation leave allowed, the employee will cease accruing any additional vacation until the employee utilizes leave and the employee’s accrued leave falls below the applicable maximum cap. Legal Aid shall provide each employee with a monthly spreadsheet showing their vacation accrual balance. If Legal Aid is able to implement an automated payroll system that includes vacation accrual balances, then vacation accrual information will be included on pay stubs. The accuracy of such information will be dependent on employees’ timely submission of time records. Vacation pay is calculated at the employee’s current hourly rate or salary. For non-exempt employees, paid vacation hours do not count as “hours worked” for purposes of calculating overtime.

Non-Exempt Employees:
Year 1: 2.5 weeks of vacation
Years 2 & 3: 3 weeks
Years 4+: 4 weeks

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

Vacation Bonus: Effective 1/1/17, a vacation bonus of one week’s vacation will be earned for both exempt and non-exempt employees, at or with 15 or more years of continuous service, on a one-time basis only. If an employee 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.

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 Usage

Employees shall notify the CPO or COO 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, s/he may request an advance of his or her vacation leave from the Chief Operating Officer, which requests shall not be unreasonably denied.

C. SICK LEAVE

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

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

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

2. Compensation for Sick Leave

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

3. Use of Sick Leave

Sick leave may be used as follows:

a) For medical, dental or vision appointments for the employee or his/her family member;
b) For preventive care;
c) For prenatal care or pregnancy-related conditions;
d) For personal illness or injury;
e) For care of a family member who is ill, injured or receiving medical care, treatment or diagnosis; or
f) For care or services related to domestic violence, sexual assault or stalking.

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

1) Spouse, and parents thereof;
2) Sons and daughters, and spouses thereof;
3) Parents and spouses thereof;
4) Brothers and sisters;
5) Grandparents and grandchildren;
6) Domestic partner and parents thereof;
7) A “Designated Person”.

Parent means:

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

Son or daughter means:

1) A biological, adopted, step, or foster son or daughter of the employee;
2) A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;
3) A person for whom the employee stands in loco parentis or stood in loco parentis when that individual was a minor or required someone to stand in loco parentis; or
4) A son or daughter (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 s/he 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 COO within a reasonable amount of time when he/she 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 COO. Such requests should generally be granted in Legal Aid's discretion, and generally will be no more than 2 months' accrual.

6. Sick Leave Sharing - If an employee wishes to donate his or her accrued sick time to another employee, s/he should notify the Chief Operating Officer pursuant to the organization's Sick Leave Donation Policy.

SECTION 17. 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 Chief Operating Officer's approval. A normal workday is a 7-hour day, plus a one-hour unpaid lunch break (or as otherwise agreed).

2. Exempt Employees:

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

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

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

C. Hourly Non-Exempt Employees:

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

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

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

D. Telecommuting and Working Remotely

Telecommuting is identified as ongoing performance of job responsibilities from a remote location on a regular basis. It requires that a work schedule be agreed upon in advance between the employee and the Employer. Legal Aid will notify and send signed copies of any agreed-to telecommuting agreements to the Union.

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

The parties agree that by the first full month following 90 days after ratification of the contract (that is, by November 1, 2016), Legal Aid will implement the following pilot program for all non-exempt employees: (1) Upon advance approval of management as to the dates, non-exempt employees shall be permitted to work one day from home per calendar month; (2) no more than one person in a department or position may select the same day to work from home in any month; (3) if the day that the employee requests is not possible due to litigation, program-related, operational, or development deadlines, then the employee may elect another day that month.

Legal Aid reserves the right to opt-out of the program upon 30 days’ notice to the Union. The parties also will discuss in advance of implementation further details of implementation, for example, if days should be requested on the first of each month, or if greater flexibility can be utilized.

F. Family Friendly Work Ordinance

Requests for flexible and/or reliable work schedules will be considered by Legal Aid in accordance with San Francisco’s Family Friendly Workplace Ordinance, and subject to enforcement by the OLSE.

SECTION 18. LEAVES OF ABSENCE

A. BEREAVEMENT LEAVE

A full or part-time regular employee who suffers a death in his/her 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 Chief Operating Officer. 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 Chief Operating Officer, 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 his/her supervisor daily as to the status of their jury duty requirements.

D. MILITARY-RELATED LEAVE OF ABSENCE

Although Legal Aid is not covered by the FMLA, employees may take up to 26 weeks of leave to care for a service member or veteran with a serious health condition who is a parent, spouse, domestic partner, child or next of kin of the employee, as defined under the FMLA. The amount of paid time off provided will be determined by the 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 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.

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, but no more than eight hours in any calendar month: (1) to participate in the activities of schools or licensed child daycare facilities attended by their children, (2) to enroll or visit a school or child care facility, or (3) to address a child care emergency. Non-Exempt (hourly) employees will be granted 7 hours of paid time under this section. Employees wishing to take time off for this purpose shall provide the Chief Operating Officer with reasonable notice of the planned absence. Employees may use accrued vacation for the unpaid portion of time off under this section.

F. LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING OR OTHER VIOLENT CRIME

Legal Aid will provide unpaid time off to an employee who has been the victim of domestic violence, sexual assault or stalking or other violent crime or who is the family member (as defined in the sick leave section above) of a victim of domestic violence, sexual assault or stalking to help ensure the health, safety or welfare of the domestic violence victim. This includes, inter alia, time off for court proceedings, counseling, medical attention, and participation in safety planning programs. Employees may use accrued vacation or sick pay for this time off. The organization also will provide reasonable accommodation for a victim of domestic violence, sexual assault, or stalking who requests an accommodation for the safety of
the victim while at work, unless such accommodation constitutes an undue hardship to the organization's business operations.

G. SABBATICAL LEAVE

After fifteen continuous years of employment at Legal Aid, all employees will be eligible for and shall be allowed to take a sabbatical consisting of four weeks time off. Current employees as of October 1, 2016, will be eligible for the sabbatical leave based on their total years of service (bridged or unbridged) at Legal Aid. The sabbatical leave will not require additional funding by Legal Aid (that is, the sabbatical time off is considered unpaid), however, employees may use a combination of their accrued vacation and/or vacation bonus to cover all or part of the time off. Employees also may combine their accrued vacation and/or vacation bonus with the four weeks’ sabbatical to take the maximum amount of time off of paid and unpaid leave available to them at the time of their sabbatical.

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

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

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

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

NOTE: THE POLICIES LISTED BELOW IN SECTIONS 19-22 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 19. NONDISCRIMINATION/REASONABLE ACCOMMODATION/ANTI-HARASSMENT/ANTI-RETAIIATION

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

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

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

SECTION 20. 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 21. 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 22.  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 23.  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 COO.

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 as soon as the ergonomic evaluation can be scheduled after 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 COO 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 his or her health; however, any employee who is aware of such conditions must immediately bring them to the attention of management.

SECTION 24.  MANAGEMENT RIGHTS

It is mutually agreed that consistent with the By-laws of Legal Aid at Work (formerly the Legal Aid Society-Employment Law Center), 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 25.  PROFESSIONAL DEVELOPMENT

The parties agree that the professional development and support of staff is a priority for the organization, as is the improvement of the organization’s overall performance. To that end, the Labor Management Committee may explore methods of providing regular feedback, guidance, goal-setting and training for all staff.

SECTION 26.  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 27.  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 Chief Program Officer is a non-bargaining unit position, the position involves the practice of law, hands-on case work, working on grants, engaging in litigation, all other activities related to program work, and assisting 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. 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 28.    TERM OF AGREEMENT

This Agreement shall be effective October 1, 2016 through September 30, 2019, except that the paid leave provisions negotiated by the parties shall be effective August 1, 2016. Either party may give 60 days’ written notice prior to the expiration date of their desire to terminate this Agreement; in the event no such notice is given, this Agreement shall be renewed from year-to-year after the expiration date hereof, subject to written notice of termination or modification 60 days prior to any subsequent anniversary date of this Agreement.

        IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17th, day of January, 2017.

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

John Mader
President

DATE 1-17-17

LEGAL AID AT WORK
(formerly known as Legal Aid Society-Employment Law Center)

Joan Graff
President

DATE 1/23/2017
EXHIBIT A

[David Weinberg letter dated 5/19/15; plus
List of positions from May 2015 with individual names redacted.]
David A. Weinberg  
Arbitration, Mediation and Conflict Resolution Services  
35 Miller Ave #117 Mill Valley, CA 94941  
415-378-5701 dwmedarb@gmail.com  
Southern California office:  
1223 Wilshire Blvd. #622 Santa Monica, CA 90403

May 19, 2015

Dominic Chan  
Union Representative  
ESC Local 20, IFPTE  
810 Clay Street  
Oakland CA 94607  
dchan@ifpте.org

Howard Chen  
Chief Administrative Officer  
Legal Aid Society/Employment Law Center  
hchen@las-elc.org

Dear Mr. Chan and Mr. Chen:

This represents the certification of the results of the card check I conducted on this date between ESC Local 20, IFPTE and the Legal Aid Society. Also enclosed is a copy of my bill for services and expenses in this matter. It was a pleasure working with you both, and call me if you have any questions or need any more help.

**CARD CHECK RESULTS**

Bargaining Unit: 25 people, plus one unfilled position

Signed petition signatures: 23 valid signatures

Verified by David A. Weinberg  
May 19, 2015
[Highlighted Positions are Managerial/Confidential and are excluded from Bargaining Unit]

- President

Administration
- Chief Administrative Officer
- Finance Manager
- Office Manager
- Network Administrator

Development & Communications
Development Director (open position)
- Communications Manager
- Development Manager
- Development Assistant
- Development Associate/Database Specialist

General Program
- Chief Program Officer and General Counsel

Racial Equality Program
- Director, Racial Equality Program

Gender Equity & LGBT Rights Program
- Director, Gender Equity & LGBT Rights Program

Immigration & National Origin Program
- Director, Immigration & National Origin Program

Disability Rights Program
- Director, Disability Rights Program

Exhibit A2
Wage and Hour Enforcement Litigation Program
- Director, Wage Protection Program

Work and Family Program
- Director, Work and Family Program

Community Legal Services
- Director, Community Legal Services Program

Staff Attorneys
- Staff Attorney
- Staff Attorney
- Staff Attorney
- Staff Attorney
- Staff Attorney

Fellows
- Shartsis Friese Public Interest Fellow

Program Services
Legal Assistant (open position)
- Community Outreach Coordinator
- Receptionist
- Legal Assistant
- Paralegal
- Language Access Coordinator
EXHIBIT B: 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 at least 6 months
Temporary Employees
Language Access Coordinator
Community Outreach Coordinator
Development Associate
Development Associate/Database Specialist
Operations Associate
Development Assistant
Receptionist
Network Administrator
Assistant Directors
EXHIBIT C

STAFF SALARY GRID Effective October 1, 2016 (including .5% Increase)

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<th>Step</th>
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1.5% increase annually for staff beyond step 15 (plus annual CPI adjustment, if applicable)
### ATTORNEY SALARY GRID Effective October 1, 2016 (including .5% increase)

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1% annual increase each year for attorneys beyond 36 years post-bar
(plus annual CPI adjustment, if applicable)

**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 D
### LEGAL AID AT WORK PAID LEAVE CHART

<table>
<thead>
<tr>
<th>BASIC RULES</th>
<th>PROTECTED TIME OFF, PAY AND BENEFITS</th>
</tr>
</thead>
</table>
| **PDL**  
(Pregnancy Disability Leave) | Protected Time Off: Up to 4 months, with additional time off as a reasonable accommodation under the FEHA/ADA, provided such accommodation is not an undue hardship. |
| No eligibility requirement. | **Pay:** Paid PDL leave starts following the SDI seven-day waiting period, during which period the employee must use sick pay and may use vacation leave. After the 7-day waiting period, employees are not required to use or exhaust their sick leave or use vacation. Legal Aid then will pay the difference between SDI and salary, up to 100% of salary, for up to 90 days if the pregnancy disability continues through 90 days. On the 91st day, employees may apply for LTDI benefits under Legal Aid’s LTDI plan. |
| PDL may be taken intermittently as medically necessary. | 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. |
| Employees also are entitled to reasonable accommodation for pregnancy, childbirth and related medical conditions upon medical certification from their healthcare provider. | |
| See Employee Handbook for further details. | |

| **New Parent Leave** | Protected Time Off: For the duration of the paid time off plus up to 12 work weeks per year of additional unpaid leave in the discretion of Legal Aid. There is no eligibility requirement for an employee to take protected time off for New Parent leave. However, time off must be taken within one year of birth, adoption of foster placement of child. |
| No eligibility requirement (unlike FMLA/CFRA eligibility requirements that employee must have worked 12 months and 1250 hours in the preceding 12 months). | **Pay:** Paid New Parent leave is provided to eligible employees based on length of employment as listed below. |
| Leave may be taken by new parents following the birth, adoption of foster placement of a child. | **For the birth parent,** 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 *(see examples at end)*: |
| See Employee Handbook for further details. | • Up to 1 year: *4 weeks total salary.* |
| | • 1+ to 2 years: *7 weeks total salary.* |
| | • 2+ to 3 years: *11 weeks total salary.* |
| | • 3+ years: *12 weeks total salary.* |

**For non-birth parents,** the employee may use vacation or sick pay during the PFL 7-day waiting period (if applicable), or if no sick leave or vacation is available, may take the time off without pay, or utilize a portion of their paid new parent leave benefit during that period. Paid new parent leave first will be integrated with PFL benefits (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:
| Employee Medical/Disability Leave | No eligibility requirement (unlike FMLA/CFRA eligibility requirements that employee must have worked 12 months and 1250 hours in the preceding 12 months).

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.

See Employee Handbook for further details. | Protected Time Off: Up to 12 workweeks, with additional time off as reasonable accommodation under the FEHA/ADA, provided such accommodation is not an undue hardship. There is no eligibility requirement for an employee to take protected time off for the employee’s own medical/disability leave.

May be taken intermittently or on reduced schedule when medically necessary.

Pay: Paid Employee Medical/Disability Leave is provided to employees.

Paid leave starts following the SDI seven-day waiting period (during which period employee must use sick leave and also may use vacation). Then, Legal Aid will pay the difference of SDI (or workers' comp) and salary, up to 100% of salary, through the 90th day of leave. The employee will not have to use their own sick leave or vacation after the initial seven-day waiting period. The employee may apply for LTDI on the 91st day under the Legal Aid LTDI plan.

Health Benefits: Continued for up to one 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. |
**Family Caregiving Leave**

<table>
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<tr>
<th>Protected Time Off: For the duration of the paid time off plus up to 12 workweeks per year of additional unpaid leave in the discretion of Legal Aid. There is no eligibility requirement for an employee to take protected time off for family caregiving leave.</th>
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<tbody>
<tr>
<td>Pay: Paid Family Caregiving Leave is provided to eligible employees as stated below to care for a family member as defined under California’s Paid Family Leave law (plus domestic partner as more broadly defined by Legal Aid) with a serious health condition.</td>
</tr>
<tr>
<td>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).</td>
</tr>
</tbody>
</table>

The employee may use vacation or sick pay during the PFL 7-day waiting period (if applicable), or if no sick leave or vacation is available, may take the time off without pay or utilize a portion of their paid family caregiving leave benefit during that period. Paid family caregiving leave will be integrated with PFL benefits (paying the difference between PFL and Legal Aid salary, up to 100% of salary), and then for certain leaves will be carried over for additional paid time off, with total salary paid by Legal Aid as follows:

- **Up to 1 year**: 6 weeks of integrated pay
- **1+ to 2 years**: For employees who are taking family caregiving leave to care for a seriously ill parent, spouse, domestic partner or child — 7 weeks’ make-whole pay (that is, 6 weeks’ integrated pay for PFL period plus one additional week’s salary); For all other family caregiving leave — 6 weeks’ of integrated pay.
- **2+ to 3 years**: For employees who are taking family caregiving leave to care for a seriously ill parent, spouse, domestic partner or child — 11 weeks’ make-whole pay (that is, 6 weeks’ integrated pay plus 5 weeks’ additional salary); For all other family caregiving leave — 6 weeks’ integrated pay.
- **3+ years**: For employees who are taking family caregiving leave to care for a seriously ill parent, spouse, domestic partner or child — 12 weeks’ make-whole pay (that is, 6 weeks’ integrated pay plus 6 weeks’ additional salary); For all other family caregiving leave — 6 weeks’ integrated pay.

Employees also may elect to take time off without pay during the 7-day waiting period, and also may elect to use accrued sick or vacation pay to either supplement PFL benefits once paid new parent leave benefits have been exhausted, or after PFL benefits run, for the remainder of the 12-workweek period. If an employee decides to use sick or vacation pay during the 7-day waiting period (applicable until 2018), he/she may take a total of 13 weeks’ time off.

**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.

See Employee Handbook for further details.
**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.

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.

Employees will be guaranteed a minimum of 12 weeks off in a rolling-backward 12-month period for either New Parent Leave or Family Caregiving Leave or a combination of both (12 weeks total of paid and/or unpaid time). Additional unpaid time off may be granted at Legal Aid’s discretion.

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.

“Health Benefits” means the employee’s and his/her 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.
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

LEGAL AID AT WORK (formerly known as Legal Aid Society-Employment Law Center)

Debbie Durham Cisna
Union Representative

Joan Graff
President

DATE 1-17-17

DATE 2/28/2017