Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

Collective Bargaining Agreement

between

LA RAZA CENTROL LEGAL

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

JULY 1, 2025 – APRIL 30, 2028

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

KNOW YOUR RIGHTS

The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. This is called your **Weingarten Right.**

1. You must request that a Union representative be called into the meeting.

2. You must have a reasonable belief that discipline will result from the meeting.

3. You have the right to know the subject of the meeting and a right to consult with your Union representative prior to the meeting to get advice.

4. Do not refuse to attend a meeting if a Union representative is requested and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, you may want to consider not answering questions and instead taking notes.

Read this statement to management:

“If this discussion could in any way lead to my being disciplined, I request that my Union representative, officer or steward be present at the meeting. Without representation, I choose not to answer any questions. This is my Weingarten right.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

Table of Contents

1. RECOGNITION 4
2. UNION SECURITY 6
3. NO DISCRIMINATION 7
4. UNION STEWARDS AND REPRESENTATION 9
5. SELECTION AND HIRING 9
6. PROBATION 11
7. DISCIPLINE AND DISCHARGE 12
8. SENIORITY CLASSES 12
9. LAY-OFFS AND RECALLS 13
10. PERSONNEL RECORDS 15
11. SALARIES 15
12. BENEFITS 18
13. HOURS OF WORK 19
14. HOLIDAYS 20
15. ANNUAL LEAVE 21
16. SICK LEAVE 23
17. BEREAVEMENT LEAVE 27
18. ELECTION DAY LEAVE 28
19. JURY DUTY/WITNESS LEAVE 28
20. OUTSIDE ACTIVITIES 28
20. LEAVE FOR BAR STUDY 30
21. UNPAID LEAVE OF ABSENCES 31
22. JOB-RELATED TRAINING AND EDUCATION 31
24. GRIEVANCE AND RESOLUTION PROCEDURES 33
25. GRIEVANCE PROCESS 34
26. GRIEVANCE PROCEDURES 35
27. LABOR-MANAGEMENT COMMITTEE 37
28. AGREEMENT 37
29. TERM OF AGREEMENT 38

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

30. SALARY SCHEDULE 38
31. LEGAL ETHICS 38
SIGNATURE PAGE 39
APPENDIX A – WAGE SCALE 40
APPENDIX B – RETIREMENT PLAN 43
SIDELETTER – MANAGEMENT OFFICE SPACE SELECTION CONSIDERATIONS 44

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

1. RECOGNITION

A. In accordance with the certification of the National Labor Relations Board (NLRB) in Case Number 20-RC-17197, La Raza Centro Legal ("LRCL") recognizes the Service Employees International Union, Local 1021 ("Union") as the exclusive representative for purposes of collective bargaining concerning wages, hours and other conditions of employment for the Bargaining Unit defined in this Article.

B. The Bargaining Unit members covered by this Agreement are as follows:
All fixed-term employees, all regular full-time and regular part-time Staff Attorneys, Legal Directors, Program Coordinators, Office Administrator, J.D. Caseworkers, Operations Strategist, Site Managers, Legal Assistants, Paralegals, Organizers, Administrative Assistants/Receptionists, and all others directly involved in the provision of legal services or representation and/or supporting legal services or representation in an administrative or technical/professional capacity. All employees in the classifications aforementioned with the added title of "Senior" are also covered by this Agreement.

    a. Excluding the Executive Director, Deputy Director, Development Director, Director of Litigation, and all others directly involved in the management of the organization and not directly involved in the provision of legal services or representation and/or supporting legal services or representation in an administrative or technical/professional capacity.
    b. Excluding all volunteers, interns, law clerks, and independent contractors, unless the independent contractor is directly involved in the provision of legal services or representation.

C. Any new positions or classifications created by LRCL, which perform duties substantially similar to those of the bargaining unit, shall become part of the Bargaining Unit and shall be covered by this Agreement.

D. There shall be three regular Employee categories: a) Full-Time, b) Part-Time, and c) Fixed-Term.

    a. A regular full-time employee is one who is not on temporary or trial status and who is regularly scheduled to work LRCL's full-time schedule of forty (40)

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

hours per week. Any employee designated as regular full-time employee will accumulate and receive fringe benefits as provided in this Agreement.

b. A regular part-time employee is one who is not assigned to temporary or trial status and who is regularly scheduled to work less than the full-time schedule, anywhere between one (1) and thirty-nine (39) hours per week. Any employee designated as regular part- time will accumulate and receive fringe benefits as provided in this Agreement. However, Regular Part-time employees who work less than 20 hours per week will not receive group health, medical insurance plan and dental coverage. All Regular Part-time employees whether that work one (1) or thirty-nine (39) hours per week will accrue annual leave, holiday pay, retirement plan contributions, and sick leave on a prorated basis, based on hours worked.
c. A fixed-term employee is a full-time or part-time employee hired as either a:
    i. Volunteer or Fellow who comes to LRCL with their own funding for a fixed period; or
    ii. to a position specifically tied to restricted funding, which supports projects or activities with specific end dates. Management will determine whether employees will be fixed-term.

E. These specific end dates are announced on the job postings. Should it turn out that the fixed-term position will continue beyond the originally announced end date, prior to the announced date, Management shall (a) notify, review and discuss with the Bargaining Unit an extension of the end date before making its final determination to continue the fixed-term position or (b) the Selection and Hiring process outlined in Section 5.0 shall take place so that the position becomes a regular ongoing position.

F. It is understood that such employees are hired for a specific limited term. Termination of employment can occur at the conclusion of a fixed-term appointment, except that regular employees (as opposed to new hires) who accept a fixed-term position will have the right, at the end of a fixed-term appointment, to apply for the first available job in their former classification(s). Fixed-term employees at LRCL will receive the same benefits and terms of employment, as established for full-time or part-time regular employees.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

2. UNION SECURITY

A. It shall be a condition of employment that all employees of LRCL covered by this Agreement within thirty (30) days of the execution of this Agreement or upon completion of thirty (30) days of work, whichever occurs later, shall either (a) become and remain members of the Bargaining Unit in good standing, or (b) commence and continue payment to the Union of an equivalent service fee. Such service fee payment shall not exceed the standard initiation fee and periodic dues uniformly required of Bargaining Unit members for representation on matters of wage, hours, and other terms and conditions of employment.

B. LRCL shall supply the Union with the names, addresses, classifications, and programs of work/units of employees hired or terminated within fifteen (15) days of their hiring or termination dates. LRCL shall distribute the Union's membership/ service fee payer form and a list of current Union and Bargaining Unit stewards, both provided by the Union and Bargaining Unit, to all new employees in the Bargaining Unit.

C. LRCL shall deduct, during the period of this Agreement, from each Bargaining Unit member's wage in the amount of Union dues as specified by the Union, for all employees covered by this Agreement who have voluntarily provided LRCL with a written authorization of such deductions. The Union will notify the Executive Director or designee in writing of the amount or the percentage required as a condition of employment. Such deductions will continue until revoked in writing by the Bargaining Unit member. Any such authorization or revocation shall become effective as soon as practical, but no later than the first payroll period of the month following receipt by LRCL of authorization or revocation. The dues and fees deducted will be transmitted by LRCL to the Union within a reasonable time after the applicable payday, but in any case, within two (2) weeks.

D. Notwithstanding any provision of this Section, any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting unions shall be exempt from the requirements of Section A provided, however, that such employee shall be required in lieu of compliance with Section A, to pay sums equal to the equivalent service fees to a charitable fund exempt from taxation under section 501 (c)(3) of the Internal Revenue Code, chosen by the employee from one of three (3) such funds, to be

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

named by the Union within thirty (30) days. Proof of such payment shall be made by the employees to the Union on a monthly basis.

3. NO DISCRIMINATION

A. It is the policy of LRCL to make no distinction in the provision of legal assistance to eligible persons because of race, color, creed, religion, gender, sexual orientation, national origin, citizenship status, immigration status, age, physical or mental disability, marital status, veteran status, medical condition, pregnancy, childbirth or related medical condition, ancestry, gender identity (transgender status), HIV status, genetic information or history, or any other consideration prohibited by law.

B. LRCL agrees that all persons are entitled to equal employment opportunity under the law. Each applicant and employee shall be employed, evaluated and considered for promotion without discrimination based on race, color, creed, religion, gender, sexual orientation, national origin, citizenship status, immigration status, age, physical or mental disability, marital status, veteran status, medical condition, pregnancy, ancestry, gender identity (transgender status), HIV status, genetic information or history, or any other considerations prohibited by law. If a bargaining unit member believes that he or she has suffered unlawful discrimination, he or she should follow the resolution procedures provided for in this Agreement at Section 25. This should be done as soon as possible after the incident.

C. LRCL agrees to maintain a Diversity, Equity and Inclusion Policy to ensure open access to employment for all people. Members of the Bargaining Unit appoint up to five (5) Bargaining Unit employees as members of LRCL's Diversity, Equity and Inclusion Policy. The Executive Director or their designee shall be a member of the Diversity, Equity and Inclusion Policy Committee. The Board of Directors may select up to five (5) of the Board as members of LRCL's Diversity, Equity and Inclusion Policy for the purpose of drafting a Diversity, Equity and Inclusion Policy. The draft of the revised Diversity, Equity and Inclusion Policy shall be presented to LRCL's Staff and Board of Directors. Thereafter, the Executive Director or their designee and up to five (5) Bargaining Unit employees will comprise the Diversity, Equity and Inclusion Committee. The Diversity, Equity and Inclusion Policy Committee will meet bi-monthly to discuss the current affirmative action policy and its effects on workplace diversity, hiring and retention, and the workplace environment. The Committee will review current policies, propose new policies, and will consult with staff for all

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

changes to the Diversity, Equity and Inclusion Policy. The Diversity, Equity and Inclusion Policy committee may approve new or edited affirmative action policies with a majority vote of the 5 Bargaining Unit Members.

D. Employees have the right, as protected by the law, to work in an environment free of sexual and other harassment. Management is committed to providing a work environment free of unlawful harassment. Management policy prohibits sexual harassment and harassment based on race, color, creed, religion, gender, sexual orientation, national origin, citizenship status, immigration status, age, physical or mental disability, marital status, veteran status, medical condition, pregnancy, childbirth or related medical condition, ancestry, gender identity (transgender status), HIV status, genetic information or history, or any other basis protected by federal, state, or local law or ordinance or regulation. All such harassment is unlawful. The management's anti-harassment policy applies to all persons involved in any manner in the operation of LRCL or present on the property of LRCL and prohibits harassment by any employee of LRCL against any person present on the property of LRCL.

   Prohibited unlawful harassment includes, but is not limited to the following behavior:

   a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitation, or comments;
   b. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
   c. Physical conducts such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
   d. Threats and/or demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
   e. Retaliation for having reported or threatened to report harassment.

   If a Bargaining Unit member believes that they have suffered unlawful harassment, they should follow the resolution procedures provided for in this Agreement in Section 24/25. This should be done as soon as possible after the incident.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

4. UNION STEWARDS AND REPRESENTATION

A. The Bargaining Unit may select a president, representative or steward not to exceed two (2) per every ten (10) employees and will keep LRCL currently informed in writing of the identity of such person(s).

B. Such Steward/Representative/President may investigate and process alleged violations of this agreement during working hours and without loss of pay.

C. Employees may consult with the Steward/Representative/President regarding alleged violations of the agreement during work hours.

D. Union Representatives and Bargaining Unit members may conduct Union business during the normal and customary working hours when such activity involves contract negotiations with the employer, grievance and arbitration hearings, Union meetings, bargaining unit meetings with union stewards and bargaining unit members and other staff regarding any issue arising under a provision of this agreement; and Bay Area training and seminars without loss of pay. Reasonable notice shall be provided to management by the bargaining unit only if such absence would negatively affect their work.

E. The Employer agrees to provide a bulletin board, which the Union and Bargaining Unit may use to post notices of Union and Bargaining Unit business. The space provided will be maintained by the Union and Bargaining Unit. Union and Bargaining Unit bulletins and notices may be distributed to Bargaining Unit staff by internal mail systems.

5. SELECTION AND HIRING

A. All positions covered by this Agreement will be posted within LRCL for at least one (1) week. All employees are encouraged to apply before the position is filled. Additionally, for a position for which there is an available employee who has been laid off from a job of the same classification within the past twelve (12) months and who desires to be recalled, that employee is encouraged to apply and gets preference for the position. Notice of all open positions shall be sent by email as well as posted on the Union Bulletin Board. LRCL is subject to a “First Source Hiring Agreement” with the City and County of San Francisco. In filling posted vacancies

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

covered by this Agreement, any staff member may participate in conjunction with the Executive Director and/or their designee as a member of the Hiring Committee to interview all qualified internal or external applicants.

The Hiring Committee shall be identified at the onset of the hiring process for every open position. Also, management should contact all staff to request their participation in the hiring process as a Hiring Committee member before the first interview of an applicant for the position.

The Hiring Committee, including the Executive Director or their designee (designee must be a Bargaining Unit Member), will collaborate to evaluate any qualified internal applicants selected to be interviewed and, if necessary, any qualified external candidates. The input of each and every Hiring Committee member is encouraged and will be considered equally during the selection process. The Executive Director and their designee will strive toward the goal of reaching a unanimous consensus in every final hiring decision. However, in the event that a majority of the Hiring Committee disagrees with the final decision of the Executive Director or their designee, a waiting period of no less than one (1) week shall be utilized to reevaluate the final hiring decision. In the event that the majority of the Hiring Committee continues to disagree with the final hiring decision, any Hiring Committee member may request a panel of no less than three (3) members of the Bargaining Unit, who are not part of the Hiring Committee, to meet with all available members of the Hiring Committee within one (1) week of the request to discuss the disagreement before the hiring decision of the Executive Director or their designee is implemented.

Upon request, the Executive Director or their designee will meet with internal applicants who are not qualified to explain what will be needed to qualify for the position. The Executive Director will select the most qualified candidate who meets the requirements and qualifications as agreed by (1) consensus, (2) by a majority of the Hiring Committee or (3) after the above-referenced waiting period and/or Bargaining Unit panel discussion.

B. However, the final decision to hire applicants rests with the Executive Director. The Executive Director will strive toward the goal of reaching a unanimous consensus in every final hiring decision and must have the consent of the corresponding Program Coordinator. The Hiring Committee shall be composed of three (3) people:

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

a. At least one (1) management person (ED and/or their designee);
b. At least (1) representative from the program that is hiring, unless the program has no staff, in which case, a staff member from another program must be present.

Hiring Committee members must be present during the entire interview and selection process for purposes of consistency and continuity. The Hiring Committee will collaborate to evaluate any qualified internal applicants. The Hiring Committee will collaborate to evaluate any qualified internal applicants selected to be interviewed, and if necessary, any qualified external candidates. The input of each and every Hiring Committee member is encouraged and will be considered equally during the selection process in making the final decision to hire the applicant.

C. Volunteers and Fellows are excluded from these selections and hiring procedures and are subject to the selection and hiring procedures established by the Volunteer Corps and the particular Fellowship, respectively. Independent contractors, who are not involved in the provision of legal services, are also excluded from this selection and hiring procedures.

6. PROBATION

A. For the first six (6) months after being hired, members of the Bargaining Unit will work on a trial basis. This trial period will allow the Executive Director and/or their designee with input from staff, and new employees, the opportunity to evaluate their suitability in terms of knowledge, skill, ability and interest. If at their sole discretion the Executive Director and/or their designee decides a new-employee will not be suitable, employment may be terminated at any time during that period. Before terminating an employee on trial period, management must make every best effort to ensure that the employee has been provided: 1) a clear idea of what needs improvement and a plan and 2) any support, resources, or tools available for that employee to succeed in executing that plan.

B. A bargaining unit member who has been terminated during the trial period may select to pursue a grievance as provided for in this Agreement at Section 24. The grievance procedure will be limited to the Grievance Committee process.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

C. Upon the successful completion of the trial period, the employee's seniority for all purposes shall be counted from the first (1st) day of employment. Following the trial period, any employee may only be terminated for just cause.

7. DISCIPLINE AND DISCHARGE

A. A Bargaining Unit Member who has successfully completed the trial period will not be disciplined or discharged without just cause. All causes of discipline of a Bargaining Unit Member by Management beyond the trial period may be the subject of a grievance filed by the Bargaining Unit Member as provided for in Section 25. Volunteers and Fellows are excluded from this section and will be subject to the discipline and discharge procedures of the Volunteer Program and/or the particular Fellowship, respectively.

B. In the event that Management will be disciplining a bargaining unit staff, management should notify the Union by contacting a LRCL Shop Steward to be present at a disciplinary meeting. Disciplining includes verbal or written warnings, suspension, or termination of employment by management. If no Shop Steward is available, management shall postpone the meeting with the member for at least 24 hours in order to ensure that a Union representative be present during the disciplinary meeting/action.

   Management should make extra effort not to call the authorities, particularly the Police Department, in handling matters, except for emergencies only. Emergency is defined as a situation in which an employee who is disciplined is making implicit or explicit threatening remarks to physically hurt somebody or is physically assaulting someone in the agency.

8. SENIORITY CLASSES

A. For the purposes of this agreement, fringe benefits are provided to bargaining unit members on the basis of seniority.

B. For the purposes of this agreement seniority is defined as the length of time a person is employed with LRCL. Seniority will be accrued on a prorated basis. Seniority begins to accrue from the date of hire. That length of time shall terminate when there is a "Break in Service". A break of service occurs when an employee

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

resigns or is on an unpaid leave of absence for more than three (3) months.

C. Any employee, who was laid off and then is recalled during a period of twelve (12) months after lay-off shall retain their accrued seniority. Any employee who is on an unpaid leave of absence shall retain his/her accrued seniority. Seniority shall be retained but not accrued during the above periods of absence.

D. The Executive Director and/or their designee shall provide the union with an up-to-date seniority list showing the name of each employee and accrued seniority. The seniority list shall be made available to each employee and the Union upon request. The Executive Director and/or their designee shall post such seniority list and update on the Union bulletin board for examination by the employees. The Union may review the accuracy of the Seniority list and present any errors to the Executive Director and/or designee. Grievances regarding the seniority list must be initiated within thirty (30) days of posting.

E. A person who becomes a regular part-time or full-time employee of LRCL on a pro rata basis shall receive seniority credit for their time of service with LRCL as a volunteer, part-time or fixed term employee. For the purposes of fringe benefits (including but not limited to annual leave, accumulated health leave, compensatory time, accumulated seniority, severance,), seniority shall be carried over from one job classification to another. For the purpose of salary (wages), seniority will be carried over from one job classification to another.

9. LAY-OFFS AND RECALLS

A. Reduction in the number of staff positions covered by this agreement shall first be accomplished by attrition. Attrition is defined as a reduction in personnel as a result of voluntary resignation, retirement, or death.

B. Lay-offs and recalls shall be implemented whenever possible, solely on the basis of seniority. When funding for a particular program is lost, lay-offs and recalls shall be implemented on the basis of seniority agency-wide, so long as employee classifications with job qualifications necessary to accomplish the work of the agency are maintained. Following the determination as to the job qualifications of the least senior person, the bargaining unit member with the least seniority in the

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

agency will be the first laid off and last recalled, excluding Fellows. (When the Fellow's entire salary and benefits are covered by the fellowship).

Before lay-offs are initiated, Management and bargaining unit employees will engage in good faith bargaining about which agency positions can be cut and which positions must remain for funding, service, or organizational needs.

C. Employee Classifications include: Staff Attorneys, Legal Directors, Program Coordinators, Office Administrator, J.D. Caseworkers, Operations Strategist, Site Managers, Legal Assistants, Paralegals, Organizers, Administrative Assistants/Receptionists, and any other fixed term employee. The employee's classification shall take into consideration the specific qualifications of the job and the needs of LRCL.

D. Employees that are laid off shall be paid severance pay according to the schedule listed below:

Length of Service	Severance paid (in hours)
Greater than 3 months and less than 1 year	80
Greater than or equal to 1 year and less than 3 years	120
Greater than or equal to 3 years and less than 5 years	160
Greater than or equal to 5 years and less than 8 years	200
Greater than or equal to 8 years	240

Such payment shall be made at time of termination.

E. Seniority shall continue for a period of 12 months and recall rights shall continue for a period of 12 months from date of separation. The employee who has been laid off is responsible for maintaining a current mailing address and telephone number with LRCL. Seniority shall be retained but not accrued during this time.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

10. PERSONNEL RECORDS

A. Employees have the right to inspect certain documents in your personnel file, as provided by law, in the presence of the Executive Director and/or their designee. An employee shall be given a copy of any document or notation concerning the performance of employee's duties or character placed in employee's personnel file and shall have the right to have placed in such file employee's statement concerning any such document or notation. These records shall be maintained for three (3) years after the employee separates from LRCL.

B. Nothing shall be disclosed from such files to third parties without the written consent of the employee or under legal process. It is recognized that an employee who lists LRCL as a current or past employer is consenting to LRCL's disclosure of information relevant to the title, dates of employment to the person or organization to whom the fact of the employment relationship has been provided by the employee, and that an employee who has applied for a loan has implicitly consented to LRCL's disclosure of salary and date of employment information.

C. The Executive Director will attempt to restrict disclosure of an employee's personnel file to authorized individuals within the Management. Any request for information from personnel files must be directed to the Executive Director and/or their designee. Only the Executive Director and/or their designee are authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, LRCL will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

11. SALARIES

A. Base salary ranges are created specifically to determine where a new employee will fit into the overall salary structure. Management agrees to be bound by this structure as a material term of this agreement. The proposed ranges reflect a significant amount of deliberation on the part of members to avoid disparities in compensation and the possibility that a new, potentially less qualified employee will earn more than an existing employee. Establishing salary ranges ultimately involves a certain degree of speculation. However, the Bargaining Unit requests that management adhere to this structure and particularly the objective criteria that

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

shall be used to determine the appropriate salary within each salary range for a new employee.

B. **Initial Step/Classification Placement:** The Employer shall determine, upon hire, the initial step and classification placement in the Appendix A: Wage Scale based on 1) college education or relevant accreditations/certifications and 2) relevant prior years of experience. Attorneys will be placed in the appropriate step based on the number of years they have been licensed as an Attorney in a qualifying jurisdiction.

C. **College Education, Accreditations, Certifications:** With the exception of the Staff Attorney, Senior Staff Attorney, Legal Director Attorney, and JD Caseworker classifications, which already require undergraduate degrees and Juris Doctorate, all classifications are eligible for placement in a higher wage scale in Appendix A based on college education or relevant accreditations/certifications. Management may require proof of degrees or other relevant documentation.

D. **Prior years of experience/years of service:** Step placement in Appendix A will be done with respect to both prior years of service or experience related to the functions of their position as well as years of service with the Employer. Step placement is as follows:

Step	**Years of service**
1	0
2	1
3	2
4	3
5	4
6+	5+

For the purposes of step placement above, every two years of previous work-related experience is counted as one year of service. Every year of work-related experience with the Employer is counted as one year of service.

E. **Step increases:** All employees shall advance to the next step in their respective classifications on the anniversary of their hire date.

F. **Senior promotion:** For all classifications that have a “Senior” title in Appendix A, those employees are eligible for a promotion or to be hired into their respective

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

Senior classifications upon 4 years of service. All Senior promotions or hires shall start on Step 5 of the Senior wage scale.

G. **Promotion in a new classification:** Any employee who is promoted into a new classification where the wage scale is higher than the current classification of that employee shall be placed on the step of that new classification's wage scale just above their current pay rate.

H. **Step/Classification reassessment:** Employees may submit requests for step/salary schedule re-assessment based on any completed education not included in the initial hiring process or completed during their employment as well as any previously unmentioned and verifiable work-related experience. Management shall consider all requests with due diligence and respond to submissions for re-assessment no later than 1 month from submission date. Such requests shall not be unreasonably denied. Granted requests for higher step/classification placement shall be made retroactive to the date of submission. Employees who receive a promotion to a new classification as a result of education level shall be placed in the same step on the new wage scale as the previous classification.

I. **Department Of Justice (DOJ) Differential:** Non-attorneys who attain DOJ accreditation shall receive a 2% DOJ Accreditation differential, based on their salary base rate.

   Employees must maintain this Accreditation to continue this increase.

J. **Cost-Of-Living-Adjustment (COLA) increase:** All bargaining-unit members shall receive a percentage COLA increase in base-rate wages/salaries in accordance with the table below. Upon ratification of this CBA, all bargaining-unit employees shall receive retroactive pay to July 1st of 2025.

   The parties agree to re-open negotiations of this article to determine if additional market adjustments are needed if the non-seasonally adjusted San Francisco Area Consumer Price Index ("CPI") equals or exceeds 4%.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

Effective COLA Date	COLA Increase
July 1, 2025	3%
July 1, 2026	3%
July 1, 2027	3%

K. **Salary negotiation:** In the event that the Employer hires for any bargaining-unit classification with no step scale in Appendix A, the Employer shall notify the Union of the intent to hire and give the Union the opportunity to meet and confer to bargain that classification's wage scale. This shall also include any classifications where they hold college degrees beyond their minimum job description requirements.

12. BENEFITS

A. All Bargaining Unit Members, whether they are regular full-time or regular part-time employees, who work twenty (20) or more hours per week, and, in addition, their spouses, domestic partners and dependents are entitled to the following benefits as permitted by contract and law, upon completing thirty days of employment.

B. The Employer shall provide fully paid group health and medical insurance plans, dental coverage, and vision for all eligible employees and their dependents. LRCL shall not change health, dental, or vision plans and/or health providers without first consulting and reaching an agreement to make any changes with the Bargaining Unit members. The Bargaining Unit member may purchase a different plan than the one offered by LRCL. LRCL will pay up to the amount paid to the group health plan. See Addendum C for detailed coverage.

C. Upon termination of employment, an employee's coverage under the group medical plan may continue at the employee's expense as allowed by COBRA and current law.

D. Term Life and Accidental Death and Dismemberment Insurance: All eligible employees are insured under a term life policy in the sum of $100,000. See Addendum C for details of coverage.

E. LRCL provides long-term disability coverage for all permanent employees within 30 days of employment. See Addendum C for details of coverage.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

F. Staff is eligible to invest up to the legal limit under the law in the retirement benefits plan provided by the Employer as described in Appendix B. LRCL shall match each employee's contribution to the retirement plan on a dollar-for-dollar basis subject to a match limit of 3% of each employee's salary annually as described in Appendix B [Contributions by the participants are made pre-tax in the form of payroll deductions.]

G. The Employer shall not change the retirement benefits plan without first informing the Union. Should a change arise due to third party providers, LRCL will bargain with the unit over the effects of those changes.

13. HOURS OF WORK

Definitions:

Exempt: All salaried employees (Not eligible for paid overtime)

Non-exempt: Employees paid based on hours worked (Eligible for paid overtime)

A. All bargaining unit employees will be provided with one (1) hour paid lunch break. In the event a non-exempt bargaining unit member is unable to take their lunch break, they will receive one (1) hour of compensatory time ("comp time").

B. Exempt bargaining unit members are entitled to flex time schedules to perform work duties as long as the employee completes forty (40) hours per week and makes reasonable arrangements with the employee's unit/program. Legal service providers will consider clients' needs when setting their flex time schedules. Flex time means that the employee will perform work duties five (5) days per week according to their varied schedule. Exempt bargaining unit members are entitled to apply to Management for a modified schedule (otherwise known as less than a five (5) day work schedule), which cannot be unreasonably withheld by Management, according to the employee's and unit's/program's circumstances, and with final approval of the Executive Director and/or their designee.

C. Non-exempt employees will be paid 1.5 times the regular rate of pay for all hours over eight (8) in a day or over forty (40) in a week. All overtime must be pre-approved by the Executive Director and/or their designee except in emergency situations. The Executive Director must use an objective standard when deciding overtime

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

requests. If supervising attorney requests overtime for a member of their program, the Executive Director must approve the request absent of extenuating circumstances.

D. Exempt employees will receive one (1) hour of compensatory time for each overtime hour worked. Compensatory time accrual cannot exceed two hundred (200) hours at any time. Bargaining Unit members receive no monetary compensation for accrued compensatory time at termination or separation from the job.

   Compensatory hours must be entered into "Clicktime" (or the Employer's time keeping system) and respective Legal Directors must be notified of the accrued compensatory time bi-weekly.

E. If non-exempt employees are authorized to work and do so on any LRCL official holiday listed in Section 14, they shall be paid double (2 times) the regular rate of pay for hours worked. If an exempt bargaining unit member works on any LRCL official holiday, they shall receive one (1) hour of compensatory time for each hour worked.

F. All employees will be provided with a quarterly report of all accrued annual leave, compensatory, health, and holiday leave.

G. All bargaining unit members will be permitted to work under a hybrid work schedule, allowing for a combination of remote and in-office work each week. Employees are expected to work in-person at least three days per week, with the remaining days worked remotely, unless otherwise required by their role. The specific in-office days may be set by mutual agreement between the employee and their supervisor, with flexibility to accommodate team needs, client demands, and individual circumstances. LRCL is committed to maintaining this hybrid model as a standard practice to promote work-life balance, reduce burnout, and support equitable access to a productive and inclusive work environment.

14. HOLIDAYS

A. The following days will be paid holidays for all full-time and part-time employees:

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

New Year's Day	January 1st
Martin Luther King Jr Day	3rd Monday in January
President's Day	3rd Monday in February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous People's Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday of November
Friday after Thanksgiving	4th Friday of November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st

Holidays that "land" on Saturday shall be observed the Friday before. Holidays that "land" on Sunday shall be observed the following Monday.

B. **Floating Holidays:** All full-time and part-time employees may take two (2) additional floating holidays of their choosing.

C. **Winter Break Holiday:** All employees are paid their standard weekly compensation for the weeks of Winter Break. Winter Break is defined as the complete weeks of Monday-Friday during which the Christmas (December 24th – 25th) and New Years (December 31st – January 1st of the following year) holidays fall. By July 1st of each year, management shall provide the dates to be observed to all membership.

15. ANNUAL LEAVE

A. All full-time and part-time employees of LRCL shall accrue paid annual leave each year pursuant to the following schedule:

   a. For employees who have been employed by LRCL for up to 25 months, annual leave will accrue at the rate of .625 day(s) per pay period, which is equivalent to 15 workdays (120 hours) in one year.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

b. For employees who have been employed by LRCL for up to 25 months and one day to 49 months, annual leave will accrue at a rate of .833 day(s) per pay period, which is equivalent to 20 workdays (160 hours) in one year.
c. For Employees whom LRCL has employed for 49 months and one day or more, annual leave will accrue at a rate of 1.041-day(s) per pay period, which is equivalent to 25 (200 hours) workdays in one year.

    i. No employee may carry over more than thirty (30) days (240 hours) of annual leave to the following year. Management shall provide thirty (30) days written notice of accruing more than 30 days of annual leave as of July 1st of that year.
    ii. Annual leave for regular part-time employees shall be pro-rated based upon the schedule in Article 15A.
    iii. Employees shall commence to earn and accrue annual leave with pay from the first day of employment. An employee is entitled to use their annual leave in whole or in part any time it is accrued upon notification to the Executive Director and/or designee according to reasonable scheduling requirements of the employee's unit. Upon separation, an employee shall be paid in monetary compensation for all accrued annual leave.
    iv. If an official LRCL holiday falls during an employee's annual leave, the holiday will not be deducted from accrued annual leave.
    v. Any leave other than that for which the agreement provides which an employee requests to be taken for personal or professional reasons, may be negotiated with the Executive Director and/or their designee as unpaid leave.
    vi. Any request for vacation leave, Leave Without Pay, use of accrued comp time, or any other form of paid leave shall be made in writing to the Legal Director and Executive Director. For requests for leave for more than 1-week, staff must provide 2 weeks minimum written notice of the request. For requests for vacation/time off in excess of 11 workdays, staff must provide 30 days minimum written notice to Legal Director and Executive Director. The Executive Director has discretion to approve or deny such request and will consider impact upon legal program, deliverables, staffing levels, time sensitive work, and number of days of leave the requestor has taken recently or in past several months. In event of overlapping requests by more than

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

one staff member, the first request received in time receives priority for approval.

vii. Regular salary (wages) pay will be paid prior to going on leave to any employees who request it in writing form the Executive Director or designee at least three weeks prior to the prior pay day. Regular salary (wages) pay shall be at the same rate had an employee worker their regular straight-time schedule that day.

B. **Union lost time/leave:** The Union may request unpaid Union lost time or leave for any employee in the bargaining unit for the purpose of engaging in Union business. The employee shall not suffer any loss of seniority, PTO accrual, or other benefits as a result of such leave. Such release request shall not be unreasonably denied.

a. Short-term lost time: The Union shall be allowed up to 10 days a year to release any employee for short-term lost time. This time can either be taken consecutively or intermittently as needed and such days shall be provided to the Employer by the Union.
b. Long-term lost time: The Employer shall consider requests for periods exceeding 10 days per year on a case-by-case basis. Factors shall include whether the Employer can meet grant deliverables and the feasibility of hiring replacements to backfill the employee seeking to take a leave.

Upon completion of lost time, the employee will be returned to their former job in the same classification, shift, and work hours. An extension of long-term lost time can be made by the mutual agreement of both the Union and the Employer.

16. SICK LEAVE

A. All full-time employees will accrue sick leave credit hours at the rate of one (1) day per month from the date of hire. There is no maximum limit to the number of sick leave credits that an employee may accrue; that is, they do not forfeit time not taken due to maximum limitations. Sick leave for regular part-time shall be pro-rated based upon the number of hours worked.

B. Sick leave is to be used when a bargaining unit member is sick; incapacitated; consulting with a doctor, clinic, or related practitioner; attending their new born or newly adopted child; as needed for a mental health day; or in case of illness of a family member or domestic partner. A bargaining unit member does not need to

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

provide their reasons for requesting sick leave.

C. All bargaining unit members are entitled to time off as needed to care for the employee's seriously ill child, parent, spouse, domestic partner, or the employee's own illness or injury according with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993.

D. All bargaining unit members are entitled to a maximum of eight (8) months leave for pregnancy or child leave for a newborn or newly adopted child. If an employee has worked at LRCL for 180 days before requesting such leave, LRCL will pay a total of four months' salary during parental leave. Such salary will be integrated with State Disability Insurance and Paid Family Leave benefits (that is, paying the difference between those benefits and LRCL salary, up to 100% of salary). When an employee has exhausted the equivalent of four months of pay at his/her/their regular rate, the employee may use any available sick leave or accrued annual leave time for this leave. The remainder of said leave shall be unpaid.

E. When a bargaining unit member is absent due to illness, the bargaining unit member must notify their Legal Director, unless incapacitated, or notify the receptionist by 10:00 a.m. each day, unless incapacitated. If the Receptionist or Legal Director are absent due to illness, they should notify the Executive Director by 10:00 a.m. each day unless incapacitated. The bargaining unit member may also notify other staff potentially affected by the absence. The bargaining unit member must call each day they are absent due to illness unless a definitive duration of absence has been communicated to their coordinator or the Executive Director or their designee.

F. If a bargaining unit member's accrued sick leave is depleted, the employee may request leave from the Sick Leave Donation Pool, subject to the Pool's availability, IRS regulations, and the procedures established by Management and the Union. If no donated leave is available in the pool, or if the member does not meet the eligibility requirements for donated leave, the employee may use their any additional time needed will be deducted from the accrued annual leave or comp time. Any bargaining unit member who does not have enough sick leave time accrued and who does not qualify for or cannot access hours from the Sick Leave Donation Pool due to depletion, annual leave and/or comp time will not be paid for days off due to illness.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

G. If an official LRCL holiday occurs while a bargaining unit member is on sick leave, that day will not be deducted from the employee's sick leave accrual.

H. Bargaining unit members shall receive no monetary compensation for accrued sick leave at termination or separation from the job.

I. No employee shall forfeit seniority, sick leave or leave benefits while on authorized leave and/or leave mandated by law.

J. **Sick Leave Donation Pool**

a. Employees are allowed to donate Sick Time for the benefit of other employees under IRS regulations for medical emergencies. Under the medical emergencies exception, the amounts received are not taxable to the donor and are considered “wages” to the recipient for income tax purposes. The donor may not claim an expense, charitable contribution, or loss deduction for any Sick Time donated.

b. The IRS defines a medical emergency as “a major illness or medical condition of the employee, or family member of the employee, that requires a prolonged absence and will result in a substantial loss of income (this may include medical conditions related to pregnancy if required by a physician to be absent from work). This may also include intermittent absences related to the same illness or condition.” The IRS has also approved plans that include extended time off following the death of a parent, child or spouse.

i. Recipient Eligibility: An employee is eligible to receive a Sick Time donation if the employee meets all of the following:

1. Has exhausted all paid leave available to them;
2. Be a benefits eligible employee;
3. Be on an approved Leave of Absence;
4. Will use the donated Sick Time for the employee’s own personal illness (this may include medical conditions related to pregnancy if required by a physician to be absent from work) or the illness of an immediate family member, consistent with

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

IRS requirements.

ii. Donating Employee Eligibility: An employee wishing to donate Sick Time hours must meet all of the following:

1. Have completed 90 days of continuous service in benefits-eligible status;
2. Will not, as a result of their donation, reduce their total accrued Sick Time balance below 40 hours.

iii. Procedures Applicable to Sick Time Donation

1. All donated Sick Time must be used as medical leave by the recipient.
2. Should any donated Sick Time not be needed by the recipient after the medical leave is completed, it will remain in the donor's Sick Time bank.
3. Donors will complete a Sick Time Donation form and submit to the Executive Director (ED). The ED will verify that the donation meets IRS requirements and verify that the donor has the Sick Time balance required to be eligible to donate.
4. Any differences in pay rates will be reflected in the transfer.
5. Hours will be used in the order donated (first in, first out).
6. Employees receiving a Sick Time donation will not accrue Sick Time hours on any donated hours they receive.
7. Sick Time donations will be calculated using the donor's base rate times the number of Sick Time hours donated. The sum of that calculation will then be converted by dividing it by the recipient's base rate pay. Converted hours will then be used, on an as-needed basis, each pay period to bring the recipient to their regularly scheduled hours.
8. The donation of Sick Time hours may have tax consequences for the receiving employee involved. Employees should seek professional legal or tax advice prior to receipt or donation of Sick Time hours.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

c. Sick Time Hardship Withdrawals

i. Eligibility: In the event an employee suffers a severe financial hardship due to an unforeseeable emergency beyond the control of the employee; the employee may be eligible for a Sick Time hardship withdrawal. Sick Time hardship withdrawals are subject to IRS regulations. The IRS defines an unforeseeable emergency as a severe financial hardship: resulting from an illness or accident of the participant or the participant's spouse or a dependent (as defined in Section 152(a) of the Internal Revenue Code), the loss of the participant's property due to casualty, or some other extraordinary and unforeseeable circumstance arising as a result of events beyond the participant's control. The circumstances that will constitute an unforeseeable emergency will depend upon the facts of each case. Examples of events that may qualify for a Sick Time hardship withdrawal are: death of a family member; expenses associated with the sudden or unexpected illness of an employee or their dependent; loss of property, including casualty loss; foreclosure of primary residence and eviction from primary residence; or other extraordinary events beyond the control of the employee.

ii. Procedures Applicable to Sick Time Hardship Withdrawals
1. A hardship withdrawal cannot exceed 80 hours of Sick Time and cannot exceed the employee's Sick Time accrual balance.
2. The participant must not have any other source for the funds required to satisfy the hardship.
3. Employees must complete the Sick Time Hardship Withdrawal application and submit to the ED. The ED will verify that the request complies with IRS requirements.

17. BEREAVEMENT LEAVE

A. All employees of LRCL shall be entitled to paid leave of up to seven (7) days for each instance of bereavement of an employee's immediate family. Any extension of bereavement leave may be negotiated with the Executive Director and/or designee.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

B. Immediate family shall be defined as natural, adopted or step-children of employee and children of employee's spouse or domestic partner; father/mother; employee's spouse or domestic partner; brother/sister; brother-in-law/sister-in-law (or brother/sister of domestic partner); father-in-law/mother-in-law (or father/mother of domestic partner); grandparents/grandparents-in-law (or grandparents of domestic partner); son-in-law/daughter-in-law (or son-in- law/daughter-in-law of domestic partner); grandchildren of employee and of employee's spouse or domestic partner; aunt/uncle of employee and employee's spouse or domestic partner; first cousin of employee or employee's spouse or domestic partner.

C. Employees may make a written request to take bereavement leave for "chosen family," which shall include pets. Such requests shall not be unreasonably denied.

18. ELECTION DAY LEAVE

A. LRCL encourages its employees to fulfill their civic responsibilities by voting. If an employee is unable to vote in a state or nationwide election during her/his non-working hours, LRCL will grant up to two (2) hours of paid time to vote, as required by law.

B. An employee shall schedule their election leave at the beginning or the end of the workday; whichever provides the least disruption to the normal work schedule.

19. JURY DUTY/WITNESS LEAVE

A bargaining unit member who has been summoned for jury duty or to be a witness should notify the Executive Director and/or designee immediately so that arrangements can be made to cover the employee's duties during the absence. The employee should keep the office advised of their "on-call" jury/witness status and the anticipated length of jury duty. Employees are required to return to work if jury status is "on-call." All employees of LRCL shall be entitled to paid leave for all time summoned for jury duty or to be a witness for the duration of the trial.

20. OUTSIDE ACTIVITIES

A. In order for LRCL to accomplish the goals of creating a more just and inclusive society for the community, LRCL recognizes the exceptional need and importance

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

for its employees to contribute to the community in many arenas in addition to LRCL's work. LRCL, therefore, encourages all attorneys and staff, to the best of their abilities, to engage in outside activities, during work hours if necessary, that accomplish the following:

a. Educate the community and increase the visibility of LRCL's goals in the community;
b. Supplement and complement ongoing LRCL projects in employment, housing, immigration and senior law;
c. Develop and/or cultivate relationships with individuals and/or organizations that currently provide or may be interested in providing financial or other support to any of LRCL's programs; and/or
d. Develop new ties and relationships that will enhance LRCL's ability to demonstrate achievements in accomplishing the above goals.

B. These outside activities include teaching, whether it is in a private, religious, or public institution, ranging from elementary to college, to universities and professional schools. This includes teaching, volunteering, and participating on any job-related activity in any community organization or institution that is consistent with the goals and objectives of LRCL.

C. Any attorney or staff member, exempt or non-exempt, interested in performing outside activities may be allowed to do so if the following conditions are met:

a. Employee has submitted a request to the Executive Director and/or designee, describing the outside activity in detail, including the name of the organization or institution, the number of hours and days the employee will be away from her/his customary work hours at LRCL;
b. The request has been submitted within a reasonable time to allow LRCL to make the proper accommodations;
c. The Executive Director and/or designee agrees that the outside activity fosters the goals of LRCL;
d. Depending on whether the employee is exempt or non-exempt, the Executive Director and/or designee will decide whether the request will be granted or denied based on the internal needs of the organization. If the request is denied, the employee shall receive notification of the denial;

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

i. The employee will not provide services already being provided by LRCL; and
ii. The employee will refer the clients to LRCL for services that are provided by LRCL.

D. The requirements and process outlined above will apply for outside activities that take place after the signing of this contract.

20. LEAVE FOR BAR STUDY

Use of Bar Leave

An employee who qualifies for bar leave may take only one bar leave per 12-month period if it is the employee's first or second attempt at the bar.

For an employee's third or further attempt at the bar, even if the attempts are prior to employment at LRCL, an employee may take only one bar leave per 24-month period.

A. All bargaining unit members who have worked at LRCL for at least twelve (12) months shall be entitled to one (1) month of paid leave for the purpose of study for the California Bar Examination. If the bargaining unit member needs to take the California Bar Exam a second time, such employee will be entitled to one month paid leave. Such bargaining unit member will be paid for:

   a. One month of their salary for one month of leave; or
   b. One half (½) of their salary for two months of leave.

B. Sick leave is not applicable for purposes of study. Unpaid leave or annual leave can be used should additional Bar study be necessary as provided in Section 15/22.

C. All bargaining unit members who have worked at LRCL for less than twelve (12) months have the right to take unpaid leave to study for the California Bar Exam for up to two (2) months.

D. Current staff members who plan to take leave for the Bar Examination will give thirty (30) days' notice.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

21. UNPAID LEAVE OF ABSENCES

A. Upon thirty (30) days' notice to the Executive Director and/or designee, when possible, a leave of absence without pay for personal reasons may be authorized by the Executive Director and/or designee.

B. An employee returning from authorized leave shall be placed in the same job the employee occupied before the leave. If the job is no longer available, the employee shall be placed in a comparable classification with the same or comparable pay. It is understood that in the event a layoff or other event occurs while the employee is on leave, the employee is entitled to the job that the employee would have retained based on the provisions of Sections 8; 9 and 16C.

C. Leave Without Pay/Sabbatical

Any bargaining unit employee who has worked for LRCL for a period of two (2) years, whether full-time or part-time, shall be entitled to take a leave of absence without pay for one month; three to four years employment, two months leave; and five years or more employment, three months leave, upon obtaining authorization from the Executive Director and/or their designee. The Executive Director shall not arbitrarily deny a request. Such employee shall be entitled to return to work at the same job, or a substantially similar position, with the same salary rate and benefits they had when they left the position, including the normal raises that would have been acquired if the employee had not been on sabbatical. Additional time can be requested and granted at the discretion of the Executive Director and/or designee. Leave With Out Pay/Sabbatical shall be prorated for part-time employees.

D. Neither seniority, annual leave, nor sick leave will accrue during periods of unpaid leaves of absence. Health benefits should continue without interruption during all annual leaves, bar leaves, and unpaid leaves approved by the Executive Director and/or designee.

22. JOB-RELATED TRAINING AND EDUCATION

A. In order to provide the best possible legal and advocacy services, education, and leadership development opportunities, LRCL is committed to providing opportunities for educational advancement to all staff. Any bargaining unit member seeking to increase their job-related skills, whether they be technical skills such as

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

typing or computer programming, or substantive skills, such as La Raza studies, Latin American studies, political science, immigration law, Bar-related courses, LSAT and GRE courses, language courses, fund development courses, management courses, or any other relevant legal training, may be allowed to do so if the following conditions are met:

a. Bargaining unit member has submitted a request describing the course or training, including the name of the school/event, the course schedule, and the number of hours the employee will be away from her/his customary work hours at LRCL;
b. The request has been submitted within 30 days if possible or within a reasonable time, to allow LRCL to make the proper accommodations;
c. The Executive Director agrees that the course of study fosters the goals of LRCL. The standard that the Executive Director uses to make this determination is objective;
d. The request does not conflict with regularly scheduled staff or administrative meetings;
e. The Executive Director and/or designee will decide whether the request will be granted based on the internal needs of the organization and the stated needs of the bargaining unit member.

B. In order to encourage staff to pursue education, LRCL will provide the following incentives to staff members undertaking studies:

a. Mandatory Continuing Legal Education (MCLE) courses must be funded separately from an initial MCLE minimum fund of $1,000. Once a bargaining unit member has requested the use of this MCLE fund in writing, the Executive Director must provide such funds within fifteen (15) days.
b. LRCL must allot a minimum of $200 per employee per year for training, education, and/or other professional development purposes, not including MCLE courses. Once a bargaining unit member has requested the use of this $200 in writing, the Executive Director must provide such funds within fifteen (15) days. This amount can be used toward the cost of tuition, registration fees, professional development registration or fees, books, or other related expenses. The ED must provide all staff with access to training in a fair, equitable and transparent manner, recognizing that their different grants across the various legal programs may have differences in funding levels.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

The ED will strive to make training available to all in as equitable manner as possible.

Additional Job-Related Educational Funds not covered in 23A may be approved when related to the bargaining unit member's job-related goals and will be budgeted and made available at the discretion of the Executive Director and/or their designee.

24. GRIEVANCE AND RESOLUTION PROCEDURES

A. LRCL identifies four (4) potential categories of scenarios that may require dispute resolution.

   a. Issues requiring resolution by reporting directly to the Executive Director and/or their designee;
   b. Issues that can be resolved informally;
   c. Issues that are resolved through the grievance process; and
   d. Issues that are resolved through the intra-office conflict resolution process.

ISSUES RESOLVED BY REPORTING TO THE EXECUTIVE DIRECTOR

B. When a Bargaining unit member seeks to resolve issues arising from the behavior of another Bargaining unit member, such as harassment, the first step is to report the behavior or issue to the Executive Director and/or their designee, in writing, verbally, or both.

C. Once Management is notified, Management will immediately undertake an effective, thorough and objective investigation of the allegations. This investigation shall be conducted according to the standards proscribed by the California Human Resources Investigatory and Employee Complaint Handbook.

D. Nothing in this Section prohibits a Bargaining Unit Member from requesting that a Bargaining Unit representative of their choice be present during any investigatory meeting initiated by Management in relation to a complaint filed through the Executive Director or their designee pursuant to this Section.

INFORMAL RESOLUTION

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

E. When Bargaining Unit Members have issues with other Bargaining Unit Members or with Management outside those issues described above in Section 26.

F. Bargaining Unit Members may resolve these issues through an informal process involving open communication. Most work-related problems can be solved by regular, open communication between Bargaining Unit Members or between Bargaining Unit Members and Management.

25. GRIEVANCE PROCESS

The grievance process is the one followed by a member of the Bargaining Unit when the member believes that there has been an unjust action, practice, or condition committed by management that cannot be resolved informally. Through the grievance process, a Bargaining Unit Member may allege that Management or someone on behalf or Management has violated a member's rights that have been agreed to under the contract, LRCL Personnel Manual, through legislation, through the employer's past practice, through the employer failing to meet Management's rules and/or responsibilities, or through the lack of fair treatment.

Examples of such acts include, but are not limited to the following:

1. Violation of contract
2. Violation of past practice
3. Violation of fair treatment
4. Violation of the law
5. Violation of management's rules and/or responsibilities
6. Unlawful harassment committed by management.

The purpose of the establishment of grievance procedures is to provide Bargaining Unit members, the Union, and LRCL's Management a fair and orderly means of resolving disputes, which may arise between Bargaining Unit members and Management.

All parties to this Agreement agree that this procedure shall be in lieu of any other format or procedure previously established for the resolution of grievances. This shall be the exclusive means for the resolution of Bargaining Unit Members and/or Union grievances or claims against the Management of LRCL, with the exception of allegations of harassment.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

A. A grievance committee consisting of one (1) to five (5) members of the Bargaining Unit shall be maintained to address, communicate concerns, or facilitate the resolution of Bargaining Unit vs. Management grievances. The selection of this committee shall be on an annual basis without term limits, and members shall be replaced according to the regular conduct of the Bargaining Unit's business. The Bargaining Unit members will elect the Bargaining Unit members who will participate as part of the Grievance Committee. All grievances shall be conducted according to the process called for in this Section.

B. Any member shall have the right to representation concerning grievances or claims made against the Management of LRCL by either a Union Field Representative and/ or a member of the Bargaining Unit.

26. GRIEVANCE PROCEDURES

A grievance is defined as a claim or dispute by any bargaining unit employee or the Union concerning the interpretation or application of this Agreement. The parties encourage open communication between employees and their supervisors. Prompt resolution of personnel issues is important for good relations, fairness and efficient operation.

Informal Step 1. Grievances shall initially be taken up orally by the employee and/or the Union Steward and/or Union Representative with the immediate Supervisor/Program Director in an attempt to settle the matter on an informal basis. This process is detailed in Section 24B

Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing by the employee or their representative and submitted to the Grievance Committee and ED. Such written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward and/or Union Representative. In order to be valid, the grievance must be submitted within fifteen (15) calendar days of the date that the alleged violation occurred or could be reasonably known to have occurred. The Employer and/or the Shop Steward and/or the Union Representative will schedule to meet within seven (7) calendar days of such submission.

Step 3. If the grievance is not satisfactorily settled at Step 2, it may be presented in writing to the Executive Director or designee by the Union within seven (7) calendar days after Step 2 is completed.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

The Executive Director or designee shall give a written response to the employee and the Union Representative within fourteen (14) calendar days after submission of the grievance to them.

Step 4. (this Step is optional and may be waived by the party filing the Grievance) Provided a request is made in writing within fourteen (14) calendar days of the Executive Director's or designee's response, if the grievance still remains unresolved, it may be directly referred by the Union to Mediation. Upon receipt of a written request for mediation of a grievance or dispute under this procedure, the Employer and the Union shall request mediation through FMCS. The decision of the mediator shall be final and binding upon the parties only if both parties agree.

Step 5. Provided a request is made in writing within fourteen (14) calendar days of the Executive Director's or designee's response, if the grievance still remains unresolved, it may be directly referred by the Union to binding arbitration. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within seven (7) calendar days after receipt of the written request for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) representative arbitrators. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement. All expenses of arbitration, excluding costs of representation and witnesses, shall be paid equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the parties.

If agreed, the parties may move to "Expedited Arbitration" as described below.

Expedited Arbitration: By mutual agreement of the Employer and the Union, grievances which are referred to binding arbitration may be addressed using expedited rules, which will include the following characteristics: (1) Extensive efforts shall be made prior to the hearing to stipulate to the facts; (2) there shall be no stenographic record of the proceedings; (3) only oral closing arguments will be used, no briefs; (4) and only an oral bench decision shall be required.

Time limits may be extended or waived only by mutual agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall proceed through the Steps. The grievance procedure and arbitration provided for herein shall constitute the sole

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

and exclusive method for determining settlements between the parties of any and all grievances herein defined.

A grievance can take place during normal business hours without a member suffering any loss in pay.

27. LABOR-MANAGEMENT COMMITTEE

The Labor-Management Committee (LMC) is a committee comprised of 3 Union Representatives and 3 Management Representatives with the intention of resolving any concerns, conflicts, or issues with the operations of the organization. The Union and Management shall select their respective representatives. The LMC shall meet once a quarter, unless otherwise agreed to by both parties.

28. AGREEMENT

A. This agreement, its appendices and amendments agreed to herein, are the exclusive record between the parties on all matters of wages, hours, and other terms and conditions of employment. Nothing in this Agreement shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly set forth in the Agreement; no party shall be deemed to have agreed to promise to do or refrain from doing anything unless this Agreement explicitly sets forth such an agreement or promise. This Agreement supersedes any prior agreement, whether oral, written or implied, concerning wages, hours, or working conditions of members covered by this Agreement.

B. The parties may, by mutual agreement, agree to amend or add to any provision of this Agreement. However, any such amendment or modification must be in writing, executed by the duly authorized representative(s) of each party, and any oral modifications or amendment shall be of no force or effect.

C. If any provision of this Agreement should be held invalid by operation of law or by a final determination of any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has been restrained shall not be affected, it being the express intention of the parties hereto that all other provisions not declared invalid remain in full force and effect. The parties shall meet and negotiate replacement language for

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

any provision, which may be found to be in conflict with applicable law.

D. All written communications concerning the application and interpretation of this Agreement shall be sent to the Union, addressed to the Union Field Representative, SEIU Local 1021, 350 Rhode Island, Suite 100 South, San Francisco, CA 94103, and to LRCL addressed to Union Steward, LRCL, Inc., 474 Valencia Street, Suite 295, San Francisco, CA 94103.

29. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2025 through April 30, 2028, and from year to year thereafter, unless at least sixty (60) days prior to April 30, 2028, or any subsequent anniversary thereafter, either party gives written notice to the other of its desire to terminate or to make changes in this Agreement. The parties mutually agree to commence bargaining for the new CBA no later than 90 calendar days prior to the expiration date.

30. SALARY SCHEDULE

See Attached Salary Schedule, Appendix A.

31. LEGAL ETHICS

A. A non-attorney may not direct or attempt to direct attorneys to violate any of their ethical obligations.

B. Unauthorized Practice of Law

A non-attorney shall not:

a. Provide legal advice
b. Make decisions or attempt to make decisions regarding case strategy
c. Direct or attempt to direct other non-attorneys to provide legal advice, conduct casework such as providing consultations, or other similar actions.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

SIGNATURE PAGE

LA RAZA CENTRO LEGAL

X DocuSigned by: Linda Shipley 1641EAAA9C0F4B9...

Linda Shipley

Board Member

X Signed by: Gabriel Negrete 5F9AB8E66654449...

Gabriel Negrete

Deputy Director

SEIU 1021

X Signed by: F2DB63D95A874FF...

Juan Villalvazo

Bargaining Team

X Signed by: April Calvo-Perez CAF8516203C241C...

April Calvo-Perez

Bargaining Team

X Signed by: 77C81BB21CAA4AA...

Faisal Fazilat (Faz)

Field Representative

X DocuSigned by: Oumar Fall EE9A40A8C9DA4D4...

Oumar Fall

SF Field Director

X DocuSigned by: David Canham 35487423365A4D2...

David Canham

Executive Director

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

APPENDIX A – WAGE SCALE

JULY 1, 2025 – JUNE 30, 2026

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Staff Attorney	$103,500	$104,600	$105,700	$106,800		
Senior Staff Attorney					$112,200	$113,400
Legal Director Attorney	$123,600	$124,900	$126,200	$127,500	$128,800	$130,100
JD Caseworker	$80,900	$81,800	$82,700	$83,600	$84,500	$85,400
Office Administrator	$73,400	$74,200	$75,000	$75,800		
Senior Office Administrator					$79,600	$80,400
Operations Strategist	$73,400	$74,200	$75,000	$75,800	$76,600	$77,400
Paralegal	$73,400	$74,200	$75,000	$75,800		
Senior Paralegal					$79,600	$80,400

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

JULY 1, 2026 – JUNE 30, 2027

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Staff Attorney	$106,700	$107,800	$108,900	$110,000		
Senior Staff Attorney					$115,500	$116,700
Legal Director Attorney	$127,400	$128,700	$130,000	$131,300	$132,700	$134,100
JD Caseworker	$83,400	$84,300	$85,200	$86,100	$87,000	$87,900
Office Administrator	$75,700	$76,500	$77,300	$78,100		
Senior Office Administrator					$82,100	$83,000
Operations Strategist	$75,700	$76,500	$77,300	$78,100	$78,900	$79,700
Paralegal	$75,700	$76,500	$77,300	$78,100		
Senior Paralegal					$82,100	$83,000

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

JULY 1, 2027 – APRIL 30, 2028

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Staff Attorney	$110,000	$111,100	$112,300	$113,500		
Senior Staff Attorney					$119,200	$120,400
Legal Director Attorney	$131,300	$132,700	$134,100	$135,500	$136,900	$138,300
JD Caseworker	$86,000	$86,900	$87,800	$88,700	$89,600	$90,500
Office Administrator	$78,000	$78,800	$79,600	$80,400		
Senior Office Administrator					$84,500	$85,400
Operations Strategist	$78,000	$78,800	$79,600	$80,400	$81,300	$82,200
Paralegal	$78,000	$78,800	$79,600	$80,400		
Senior Paralegal					$84,500	$85,400

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

APPENDIX B – RETIREMENT PLAN

The retirement plan will be a SIMPLE IRA which allows for employees of LRCL to contribute up to the legal limit Annual contribution limits are determined by the IRS.

Employees may select from mutual funds available through the SIMPLE IRA provider.

The employer match will be made on a dollar-for-dollar basis, subject to a match limit of 3% of annual salary. IRS regulations require an employer match of 3% of annual salary in at least 3 of 5 years; the employer match can be reduced to 1% of annual salary in no more than 2 of 5 years. Employer match is provided on a dollar-for-dollar basis, subject to these percentage limits:

LRCL currently plans to provide a dollar-for-dollar match of employee contributions up to 3% of the employee's annual salary.

Changes to employer contribution or match will adhere to IRS guidelines. In particular, should the employer match percentage change, LRCL will inform employees within a reasonable period before the 60-day election period.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

SIDELETTER – MANAGEMENT OFFICE SPACE SELECTION CONSIDERATIONS

Employees in Probationary Status (Section 6) shall not receive this increase until they have completed the **Office Space Selection Policy of La Raza Centro Legal, at 474 Valencia Street, Suite 295, San Francisco**, **effective as of 12/1/2020:**

La Raza Centro Legal hereby adopts the following Office Space Selection Policy:

> Of all the offices with doors that close that are located within our office space, six offices have windows. Of these six office windows, five shall be designated offices for attorneys. The attorneys shall be awarded these offices in order of seniority, calculated in terms of number of years and months of paid work at LRCL.
>
> The one remaining window office shall be designated for the most senior non-attorney, calculated in terms of number of years and months of paid work. This designated non-attorney office is the office located at the end of the long hallway, adjacent to the sink.
>
> As to the non-window offices, these shall be awarded to the non – attorney staff, in order of seniority, calculated in terms of number of years and months of paid work.
>
> All staff that currently occupy individual offices shall remain where they are currently located. This office space selection policy is prospective only and is not retroactive.

More than 5 attorneys employed by LRCL:

If LRCL employs more than 5 attorneys, only the most senior attorneys will be assigned window offices, in order of seniority. When a window office opens up, the attorney with first choice is the most senior attorney. There is only one office that is a window office which is designated for a non-attorney: It is the one located at the end of the hallway, adjacent to the sink and adjacent to the largest window office formerly known as "the Executive Director's office". Only when that one non-attorney window office opens up, may the most senior non-attorney staff member have priority to take that office.

Part-Time Attorneys: Part Time attorneys working a minimum of 32 hours per week are eligible for window offices.

Docusign Envelope ID: BA746372-0A66-4B95-950F-F47A2D18CD0F

In the Event of Additional Management Hires:

If LRCL hires a Litigation Director or Director of Development or Associate Director or other management position: regardless of the management position, only attorneys are eligible for window offices. The one exception is the one, designated non-attorney window office, located at the end of the hallway adjacent to the sink and adjacent to the office formerly known as "the ED office".