

LA RAZA CENTRO LEGAL, INC.

Union Contract ~~2004-2007~~

EXTENDED: 6/30/08

1.0 RECOGNITION

1.1 In accordance with the certification of the National Labor Relations Board (NLRB) in Case Number 20RC17197, Centro Legal recognizes the 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.

1.2 The Bargaining Unit members covered by this Agreement are as follows:

- a. Jesuit Volunteers, Fellows, and other fixed term employees only for the purposes of non-salary benefits and with the exception of the fixed term employment, all regular full-time and regular part-time Attorneys, Managing Attorney, Coordinating Attorneys, Program Directors, Office Administrator, Accredited Representative, J.D. Caseworkers, Operations Manager, Site Managers, Legal Assistants, Organizers, Administrative Assistants, Receptionists, and Support Staff.
- b. excluding the Executive Director and the Associate Directors.
- c. excluding all volunteers, interns, law clerks, and independent contractors.

1.3 Any new positions or classifications created by Centro Legal, which perform duties substantially similar to those of the Bargaining Unit members, shall become part of the Bargaining Unit and shall be covered by this Agreement.

1.4 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 Centro Legal's full-time schedule of forty (40) hours per week. Any employee designated as regular full-

time 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. However, fringe benefits will only be provided to part-time employees working twenty (20) hours per week or more. Employees working 20 hours per week or more will accumulate and receive fringe benefits as provided in this Agreement. Part-time employees who work 20 hours per week or more will accrue vacation, holiday 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 either:
 - (1) as a Jesuit Volunteer; or
 - (2) as a Fellow who comes to Centro Legal with his/her own funding for a fixed period; or
 - (3) 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.

1.5 These specific end dates are announced on the job postings. Should it turn out that the position continues beyond the originally announced date, the employee in that position becomes a regular, ongoing employee. Any fixed term proposed designation by Management should be noticed, reviewed, and discussed with the Union prior to making its final determination.

1.6.1 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 Centro Legal will receive the same benefits and terms of employment, as regular employees, with the exception of the fixed term of employment.

2.0 UNION SECURITY

2.1 It shall be a condition of employment that all employees of Centro Legal covered by this Agreement within thirty (30) days of the execution of this Agreement or upon completion of the thirty (30) days of work, whichever occurs later, shall either (a) become and remain members of the Union 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 Union members for representation on matters of wages, hours, and other terms and conditions of employment.

- 2.2 Centro Legal shall supply the Union with the names, addresses, classifications and departments of work/ units of employees hired or terminated within fifteen (15) days of their hiring or termination dates. Centro Legal shall distribute the Union's membership/ service fee payer form and a list of current Union stewards, both provided by the Union, to all new employees in the bargaining unit.
- 2.3 Centro Legal shall deduct, during the period of this Agreement, from each unit, member's wages in the amount of Union dues and initiation fee, or equivalent service fees as specified by the Union, for all employees covered by this Agreement who have voluntarily provided Centro Legal 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 employee. 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 Centro Legal of the authorization or revocation. The dues and fees deducted will be transmitted by Centro Legal to the Union within a reasonable time after the applicable payday, but in any case within two (2) weeks.
- 2.4 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 2.1 provided, however, that such employee shall be required in lieu of compliance with section 2.1, 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 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.

3.0 NO DISCRIMINATION

3.1 It is the policy of Centro Legal 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, disability, marital status, veteran status, medical condition, pregnancy, ancestry, gender identity (transgender status), HIV status, or any other consideration prohibited by law.

3.2 Centro Legal 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, disability, marital status, veteran status, medical condition, pregnancy, ancestry, gender identity (transgender status), HIV status or any other considerations prohibited by law.

If a bargaining unit member believes that he or she has suffered unlawful harassment, he or she should follow the resolution procedures provided for in this Agreement at Section 2.2. This should be done as soon as possible after the incident.

4.0 UNION STEWARDS AND REPRESENTATION

- 4.1 The union may select a union president, representative, steward not to exceed one per every ten employees and will keep Centro Legal currently informed in writing of the identity of such person/s.
- 4.2 Such steward/representative/president may investigate and process alleged violations of this agreement during working hours and without loss of pay.
- 4.3 Employees may consult with the steward/representative/president regarding alleged violations of the agreement during work hours.
- 4.4 Union representatives and union 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 and Bay Area training and seminars without loss of pay. In accordance with current practice, reasonable notice shall be provided. The Union will endeavor to ensure that such activity shall not negatively impact productivity.
- 4.5 The employer agrees to provide a bulletin board, which the Union may use to post notices of Union business. The space provided will be maintained by the Union. Union bulletins and notices may be distributed to bargaining unit staff by internal mail systems.

5.0 SELECTION AND HIRING

- 5.1 All positions covered by this Agreement will be posted within Centro Legal (except 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 nine (9) months and who desires to be recalled) for at least *one (1) week* and all employees who feel they are qualified are encouraged to apply before the position is filled.
- 5.2 In filling posted vacancies covered by this Agreement, any staff member may participate in conjunction with the Executive Director and/or his/her designee as a member of the Hiring Committee to interview all qualified internal or external applicants. The Hiring Committee, including the Executive Director or his/her designee, 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/or his/her 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 hiring decision of the Executive Director and/or his/her 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 Board of Directors 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 and/or his/her designee is implemented. Upon request, the Executive Director and/or his/her 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 Board panel discussion.

- 5.3 For the first six (6) months after being hired, attorneys will work on a trial basis and for the first three (3) months after being hired, non-attorneys will work on a trial basis. This will allow the Executive Director and/or his/her designee with input from staff, and new employees the opportunity to evaluate their suitability in terms of knowledge, skill, ability and interest. If at his/her sole discretion the Executive Director and/or his/her designee decide a new employee will not be suitable, employment may be terminated at any time during that period. 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 22.7. The grievance procedure will be limited to the Grievance Committee process. The union will be notified in writing of any extension of the trial period. At the time of any extension to an employee's trial period, the Executive Director and/or his/her designee must notify the employee, in writing, of the specific reasons for the extension and any deficiencies to be corrected.

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.

- 5.4 Jesuit Volunteers and Fellows are excluded from these selection and hiring procedures and are subject to the selection and hiring procedures established by the Jesuit Volunteer Corps and the particular Fellowship, respectively.

6.0 SENIORITY CLASSES

- 6.1 For the purposes of this agreement, fringe benefits and other benefits are provided to employees on the basis of seniority.

- 6.2 For the purposes of this agreement seniority is defined as the length of time a person is employed with Centro Legal; one part-time day shall be pro-rated for seniority purposes. 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 has occurred when an employee is laid off, resigns, or is on an unpaid leave of absence for more than 3 months.

Any former employee who was laid off and then is rehired during a period of 15 months after absence shall retain his/her 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.

The Executive Director and/or 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 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 30 days of posting.

A person who becomes a regular full-time employee of Centro Legal shall receive seniority credit for their time of service with Centro Legal as a part-time or fixed term employee, Jesuit Volunteer or Fellow.

For the purpose of benefits (including but not limited to vacation, accumulated health leave, compensatory time, accumulated seniority, severance, office selection), seniority shall be carried over from one job classification to another.) For the purpose of salary (wages), seniority will not be carried over from one job classification to another.

7.0 LAY-OFFS AND RECALLS

- 7.1 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.
- 7.2 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 employee with the least seniority in the agency will*

be the first laid off and last recalled, excluding Jesuit Volunteers and Fellows. (This section is subject to affirmative action needs of Centro Legal.)

7.3 Employee Classifications include: Attorney, Managing Attorney, Coordinating Attorney, Program Director, Office Administrator, Accredited Representative, J.D. Caseworker, Operations Manager, Site Manger, Legal Assistant, Organizer, Administrative Assistant, Receptionist, Support Staff, and any other fixed term employee, including Jesuit Volunteers and Fellows. The employee's classification shall take into consideration the specific qualifications of the job and the needs of Centro Legal.

7.4 Employees laid off shall be paid severance pay according to the schedule listed below:

If employee has worked:

- | | | |
|-------------------------------|------------|-----------|
| a) 3 months up to 12 months, | 40 hours; | (1 week) |
| b) 12 months up to 36 months, | 80 hours; | (2 weeks) |
| c) 36 months up to 60 months, | 120 hours; | (3 weeks) |
| d) 60 months plus, | 160 hours; | (4 weeks) |

Such payment shall be made at time of termination.

7.5 Seniority shall continue for a period of 15 months and recall rights shall continue for a period of 9 months from date of separation. The employee who has been laid off is responsible for maintaining a current mailing address and telephone number with Centro Legal. Seniority shall be retained but not accrued during this time.

8.0 PERSONNEL RECORDS

- 8.1 You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of the Executive Director and/or his/her 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.
- 8.2 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 Centro Legal as a current or past employer is consenting to Centro Legal'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 Centro Legal's disclosure of salary and date of employment information.

8.3 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 his/her designee. Only the Executive Director and/or his/her designee are authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, Centro Legal will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

9.0 SALARIES

9.1 The Bargaining Committee has attached charts of the proposed agency salaries and salary ranges for a six (6) year contract commencing with the fiscal year 2001-2002 beginning July 1, 2001-June 30, 2002.

SEE ATTACHED ADDENDUMS

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

9.2.2 Starting salaries begin in the first tier of the salary range. Existing staff fit into the salary range based on their months of service to the agency. Each salary level consists of a \$ 4,000 range. The objective criteria to be used to determine an individual's starting salary will include time of service to Centro Legal, prior related work experience, relevant education experience, and assistance to single parent households. Relevant educational experience will include: 1. completion of significant job-related training; 2. undergraduate degree; 3. advanced degree; 4. additional advanced degree. The objective criteria would then be applied using the following formula:

Formula: potential new employees will be assigned points

Based on the noted criteria and allotted as listed below. Each Point will equal a \$ 500 increment along the Salary Range.

Prior Related work experience (PRWE)

1 point= 24 months (PRWE), max= 5 points (or 120 PRWE)

Relevant Educational Experience

1. Completion of significant job-related training= **0.5 points each**
(e.g. certificate program, semester course, or full week of course work, MCLE is excluded unless it specifically advances work of the unit)

2. Undergraduate Degree= **1.0 points**

3. Advanced degree= **2.0 points**
(Includes all other degrees)

4. Additional Advance Degree= **1 points**

Assistance to Single Parent Households

Single female-headed household/single male-headed household
with dependent (s)= **1.0 points**

9.3 The Bargaining Committee reserves the right to renegotiate the salary provisions concerning both current salaries and salary ranges in the event that the economic status of the agency improves.

10.0 BENEFITS

10.1 Regular full-time and regular part-time employees, who work twenty (20) or more hours, spouses, domestic partners and dependents are entitled to the following benefits upon completing thirty days of employment:

- a. Group health and medical insurance plan for all eligible employees and their dependents. The Bargaining Unit member may purchase a different plan than the one offered by Centro Legal. Centro Legal will pay up to the amount paid to the group health plan. See Addendum C for detailed coverage.
- b. 100 % dental coverage. See Addendum C for coverage.

c. Upon termination of employment, an employee's coverage under the group medical plan may continue for eighteen 18 months at the employee's expense as set out by COBRA.

10.2 Term Life and Accidental Death and Dismemberment Insurance: Each eligible employee is insured under a term life policy in the sum of \$100,000. See Addendum E for details of coverage.

10.3 Centro Legal provides long-term disability coverage for all permanent employees within 30 days of employment. See Addendum F for details of coverage.

10.4 As employees of a 501 (c)(3) non-profit corporation, staff is eligible to invest up to twenty percent (20%) of their annual salary in a tax-sheltered annuity plan subject to maximum contribution limits, which is currently provided by the Variable Annuity Life Insurance Company. Centro Legal shall provide a matching contribution to the plan of up to two percent (2%) of the participant's contribution annually. Contributions by the participants are made in the form of payroll deductions and are not subject to federal or state income tax until such time as they are withdrawn from the annuity account.

This section is subject to amendment following further research of other annuity plans and/or pension plans.

11.0 HOURS OF WORK

11.1 The regular workday for non-exempt employees is from 9:00 am to 5:00 pm (with a one-hour lunch break). The regular workweek for *non-exempt employees* is from Monday through Friday, and consists of eight (8) hours per day with a paid lunch hour, or a total of forty (40) hours per week.

11.2 Exempt employees 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/department. Clients' needs will be taken into account when setting flextime schedules. Flex time means that an employee will perform work duties five (5) days per week according to his/her varied schedule. Exempt employees are also 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/department's circumstances with final approval of the Executive Director and/or his/her designee.

11.3 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, which must be pre-approved by the Executive Director and/or his/her designee except in emergency situations.

11.4 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 one time.*

11.5 If a non-exempt employee is authorized to work and does so on any Centro Legal official holiday listed in Section 12.1 herein, s/he shall be paid double overtime. **If an exempt employee works on any Centro Legal official holiday, s/he shall receive one (1) hours of compensatory time for each hour worked.**

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

12.0 HOLIDAYS

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

- | | |
|---|--|
| a) New Year's Eve | j) Labor Day |
| b) New Year's Day | k) Indigenous People's Day
(aka Columbus Day) |
| c) Veteran's Day | |
| d) Martin Luther King's Birthday | l) Thanksgiving Day |
| e) President's Day | m) Friday after Thanksgiving |
| f) Cinco de Mayo | n) International Worker's Day (May 1) |
| g) Independence Day | o) International Women Day (3/8) |
| h) Independencia de las Americas (9/16) | p) Christmas Day |
| i) Cesar Chavez Holiday | q) Good Friday or Passover (<i>half day</i>) |

12.2 In addition to the foregoing *sixteen and a half (16 ½)* holidays with pay, all full time and part-time employees may observe *one (1)* holiday with pay of his/her own choice.

13.0 ANNUAL LEAVE (VACATION)

13.1 All full-time employees of Centro Legal shall accrue paid vacation each year pursuant to the following schedule:

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

13.1 When an employee desires to take full annual leave pursuant to the schedule in any annual leave falling between years of employment shall be pro-rated to the upcoming year employment. (i.e., if an employee has been working for two and a half years and decides to take full annual leave, full annual leave shall be taken for the first two years and the half year shall be pro-rated pursuant to 13.1.

13.2 No employee may carry over more than thirty (30) days of annual leave to the following year. Management shall provide thirty (30) days written notice no later than May 31st of any contract year to any employee that is capable of accruing more than 30 days of annual leave as July 1st of that year.

13.3 Annual leave for regular part-time employee shall be pro-rated based upon the schedule in 13.1.

13.4 Employees shall commence to earn and accrue annual leave with pay from the first day of employment. An employee is entitled to use his/her 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.

13.5 If an official Centro Legal holiday falls during an employee's annual leave, the holiday will not be deducted from accrued annual leave.

13.6 Any leave other than that for which the agreement provides which an employee requests to be take for personal or professional reasons, may be negotiated with the Executive Director and/or designee as unpaid leave.

13.7 The primary factor in scheduling annual leave is the efficient functioning of Centro Legal. Notice of annual leave shall be submitted at least two (2) weeks in advance to the Executive Director and/or designee when possible and all other personnel impacted by the employee's leave.

14.8 Employees shall receive no monetary compensation for accrued health leave at termination or separation from the job.

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

15.0 BEREAVEMENT LEAVE

15.1 All employees of Centro Legal shall be entitled to paid leave of up to five (5) 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.

15.2 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.

16.0 ELECTION DAY LEAVE

16.1 Centro Legal 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, Centro Legal will grant up to two (2) hours of paid time to vote, as required by law.

16.2 An employee shall schedule his/her election leave at the beginning or the end of the workday; whichever provides the least disruption to the normal work schedule.

17.0 JURY DUTY/WITNESS LEAVE

17.1 An employee who has been summoned for jury duty 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 her/his "on-call" jury status, implement, and the anticipated length of

jury duty. Employees are required to return to work if jury status is "on-call." All employees of Centro Legal shall be entitled to paid leave for all time summoned for jury duty and a maximum of fifteen (15) days of paid leave if sworn as a juror.

18.0 OUTSIDE ACTIVITIES

18.1 In order for Centro Legal to accomplish the goals of creating a more just and inclusive society for the community, Centro Legal recognizes the exceptional need and importance for its employees to contribute to the community in many arenas in addition to Centro Legal's work. Centro Legal, 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 Centro Legal's goals in the community;
- b. Supplement and complement ongoing Centro Legal projects in employment, housing, immigration, naturalization, senior law, youth law, INS Watch, and the San Francisco Day Labor Program;
- 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 Centro Legal's programs; and/or
- d. Develop new ties and relationships that will enhance Centro Legal's ability to demonstrate achievements in accomplishing the above goals.

18.2 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, participating on any job-related activity in any community organization or institution that is consistent with the goals and objectives of Centro Legal.

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 Centro Legal;
- b. The request has been submitted within a reasonable time to allow Centro Legal to make the proper accommodations;

- c. The Executive Director and/or designee agrees that the outside activity fosters the goals of Centro Legal;
- 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;
- e. The employee will not provide services already being provided by Centro Legal; and
- f. The employee will refer the clients to Centro Legal for services that are provided by Centro Legal.

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

19.0 LEAVE FOR BAR STUDY

19.1 All full-time employees of Centro Legal shall be entitled to *one (1) month paid leave for the purpose of study for the California Bar Examination. If the employee needs to take the California Bar Exam a second time, such employee will be entitled to one month paid leave. Such employee will be paid for one (1) month or receive half (1/2) of his/her salary for a two month period during the two months of such leave. Health leave is not applicable for purposes of study. This benefit is available only twice on a paid basis. Unpaid leave or Annual Leave can be used should additional Bar study be necessary as provided in Sections 13.0 and 20.0.*

19.2 Current staff members who plan to take leave for the Bar Examination will give thirty (30) days notice. Those employees, who after results are posted learn that they will need to retake the Examination, will give one week's (7 days) notice.

20.0 UNPAID LEAVE OF ABSENCES

20.1 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.

20.2 An employee returning from 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

13.8 Regular salary (wages) pay will be paid prior to going on leave to any employee who requests it in writing for the Executive Director designee at least two (2) weeks prior to going on leave. Regular salary (wages) pay shall be at the same rate had an employee worked his/her regular straight-time schedule that day.

14.0 HEALTH LEAVE

- 14.1 All full-time employees will accrue health 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 health leave credits that an employee may accrue; that is, s/he does not forfeit time not taken due to maximum limitations. Health leave for regular part-time employees shall be pro-rated based upon the number of hours worked.
- 14.2 Health leave is to be used when an employee is sick, incapacitated, consulting with a doctor, clinic, or related practitioner, attending her/his 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.
- 14.3 All employees are entitled to time off as needed (vacation leave, health leave, and/or unpaid leave) 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.
- 14.4 Employees are entitled to a maximum of six (6) months for pregnancy or child leave for a newborn or newly adopted child. The first **three months** of said leave shall be paid at the regular pay rate for the employee. Following the **three months**, employees shall use any available health leave and then may use accrued vacation time for this leave. The remainder of said leave shall be unpaid.
- 14.5 When an employee is absent due to illness, the employee must notify the receptionist by 10:00 a.m. each day, unless incapacitated. When the receptionist is absent due to illness, she or he should notify the Operations Manager by 10:00 a.m., each day unless incapacitated. The employee should also notify other staff potentially affected by the absence. The employee must call each day s/he is absent due to illness unless a definitive duration of absence has been approved by the Executive Director and /or designee.
- 14.6 If an employee's accrued health leave is depleted, any additional time needed will be deducted form the accrued annual leave or comp time. Any employee who does not have enough health leave time accrued and who does not have sufficient accrued annual leave and/or comp time, will not be paid for days off due to illness.
- 14.7 If an official Centro Legal holiday occurs while an employee is on health leave, that day will not be deducted from the employee's health leave accrual.

on leave, the employee is entitled to the job that the employee would have retained based on the provisions of Section 7.0.

20.3 Any bargaining unit employee who has worked for Centro Legal 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 his/her designee. The Executive Director will arbitrarily deny no 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 he/she had when he/she 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.

20.4 Neither seniority, vacation, nor sick leave accrues 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.**

21.0 JOB-RELATED TRAINING AND EDUCATION

21.1 In order to provide the best possible legal and advocacy services, education, and leadership development opportunities to our clients, Centro Legal is committed to providing the opportunities for educational advancement to all staff. Any employee seeking to increase her/his job-related skills, whether they be technical skills such as 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, fund development courses, management courses, or any other relevant legal training, may be allowed to do so if the following conditions are met:

- a. Employee 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 Centro Legal;
- b. The request has been submitted within 30 days if possible or within a reasonable time, to allow Centro Legal to make the proper accommodations;
- c. The Executive Director agrees that the course of study fosters the goals of Centro Legal;
- d. The request does not conflict with regularly scheduled staff or administrative meetings;

- e. Whether the employee is exempt or non-exempt, the Executive Director and/or designee will decide whether the request will be granted based on the internal needs of the organization.

21.2 In order to encourage staff to pursue education, Centro Legal will provide the following incentives to staff members undertaking studies:

- a. Centro Legal will allot a minimum of \$200.00 per employee per year for training purposes, not including Mandatory Continuing Legal Education (MCLE) courses. This amount can be used toward the cost of tuition, registration fees, books, or other related expenses. If an employee does not use his/her allotted funds, the unused amount will carry over into a general fund. Employees can petition to the Executive Director or his/her designee to access funds from this carry over general fund for educational purposes. Also, the Executive Director may borrow from this general fund to cover salaries and/or fringe benefits with the understanding that said fund will be reimbursed.
- b. Additional funds for educational purposes will be budgeted and made available at the discretion of the Executive Director and/or designee; and
- c. MCLE courses will be funded separately from an initial minimum fund of \$1000, and in addition to the Job Related Education funds described above and may be approved when related to the employee's job related goals with the budget determined by the Executive Director and/or designee.

22.0 GRIEVANCE AND RESOLUTION PROCEDURES

22.1 Centro Legal identifies four (4) potential categories of scenarios that may require dispute resolution.

- (1) Issues requiring resolution by reporting directly to the Executive Director and/or his/her designee;
- (2) Issues that can be resolved informally;
- (3) Issues that are resolved through the grievance process; and
- (4) Issues that are resolved through the inner-office conflict resolution process.

22.2 ISSUES RESOLVED BY REPORTING TO THE EXECUTIVE DIRECTOR

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 his/her designee, in writing, verbally, or both.

- 22.3 Once Management is notified, Management will immediately undertake an effective, thorough and objective investigation of the allegations of harassment.
- 22.4 Nothing in this Section prohibits a Bargaining Unit member from requesting that a Bargaining Unit representative of his/her choice be present during any investigatory meeting initiated by Management in relation to a complaint filed through the Executive Director or his/her designee pursuant to Section 22.2 / 22.3.

INFORMAL RESOLUTION

- 22.5 When Bargaining Unit members have issues with other Bargaining Unit members or with Management outside those issues described above in Section 22.2, 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 among employees or between members and their co-workers or between members and Management.

GRIEVANCE PROCESS

- 22.6 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 of Management has violated a member's rights that have been agreed to under the contract, or through legislation, or through the employer's past practice or 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 Centro Legal's Management a fair and an orderly means of resolving disputes, which may arise between Bargaining Unit members and Management.

- 22.7 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 member and/ or Union grievances or claims against the Management of the Centro Legal, with the exception of allegations of harassment, as explained in section 22.2.

- 22.8 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.
- 22.9 Any member shall have the right to representation concerning grievances or claims made against the Management of Centro Legal by either a Union Field Representative and/ or a member of the Bargaining Unit.
- 22.10 The first step to address a formal grievance is for the member at his or her preference to contact the Grievance Committee or the Executive Director and/or his/her designee with a written statement of grievance. Every effort possible should be made to reach a prompt resolution by investigating and addressing the issue(s), at least preliminarily within fourteen (14) calendar days. The Grievance Committee will make every effort to resolve the matter within twenty-eight (28) calendar days of the statement of grievance. Grievances concerning probation, suspension or discharge must be presented within fourteen (14) calendar days after the action was taken by or on behalf of Centro Legal.

If the grievance is not satisfactorily resolved or is deemed not resolvable by the parties to the grievance through step one, then the grievance shall be submitted to the Union in writing by the Bargaining Unit member outlining all issues and efforts that have been attempted to date to resolve the matter and highlighting the remaining areas of contention. The Union will have an additional twenty (20) calendar days to resolve the matter itself or to submit the matter to arbitration. The termination of a member during the trial period will first be reviewed by the Grievance Committee as outlined above and will not be submitted directly to the Union for arbitration.

- 22.11 In the event that either side requests arbitration following the foregoing grievance procedure, the Management of Centro Legal and the Union shall meet within fourteen (14) calendar days and shall select a single arbitrator or a panel of arbitrators to hear and resolve the grievance. If the arbitrator(s) cannot be agreed upon within the fourteen (14) day period, a panel of five (5) names shall be selected from any one or more of the following institutions from which the arbitrator(s) shall be selected [e.g., the Community Boards, JAMS (Judicial, Arbitration and Mediation Services), Law School Programs, etc...]. The arbitrator(s) shall be selected by striking names until there is one name remaining unless a panel has been selected. A flip of the coin shall determine who begins to strike names with the grieving party calling the coin toss. The arbitrator(s) shall hear the grievance as expeditiously as possible.

- 22.12 Any expenses incurred at arbitration shall be shared equally between the Union and Centro Legal. Each party shall bear the costs of its own representation.
- 22.13 A grievance can take place during normal business hours without a member suffering any loss in pay.
- 22.14 The result of the arbitration shall be binding and final upon all parties. The arbitrator(s) cannot add to, subtract from, change, alter or modify any of the terms of this contract. However, the arbitrator(s) can recommend such changes for the benefit of all parties. No Court action or appeal process shall follow this grievance procedure unless otherwise provided for in this Agreement.
- 22.15 The time limits mentioned throughout this section of the agreement can be extended or modified by mutual agreement between the parties.

INNER-OFFICE CONFLICT RESOLUTION

- 22.16 An inner-office conflict occurs when one or more Bargaining Unit member has an issue with the actions or behavior of one or more other Bargaining Unit member that does not rise to the level of actions or behavior described in section 22.2.
- 22.17 Examples of an inner-office conflict include, but may not be limited to, the following:
- 1) Personal issues related to work environment, i.e. loud music, loud voices
 - 2) Conflicts concerning office etiquette
 - 3) Personality or work habit conflicts
- 22.18 A Bargaining Unit member's job performance, incidents of physical threat, injury, unlawful harassment, and/ or other forms of unlawful behavior committed by Bargaining Unit members are issues that should be reported to the Executive Director or his/ her designee and are not matters for resolution through the grievance procedure or the inner-office conflict resolution procedure.
- 22.19 A mediation Committee consisting of no more than three (3) but no less than one (1) Bargaining Unit members shall be maintained to facilitate the resolution of inner-office conflicts. The selection of the 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. Bargaining Unit members will elect the members of the Mediation Committee. The role of the Mediation Committee is to facilitate the resolution of inner-office conflict as agreed to by the complaining and responding parties.
- 22.20 When an employee has an issue with another employee not related to job performance, harassment, or unlawful behavior, the two parties should first try to resolve the conflict independently.

Should independent resolution not suffice, the party with the complaint can choose either the Mediation Committee or Management to aid in resolving the issue. Mediations do not require written statements. Written statements are an option of the complaining or responding party(ies).

- 22.21 If the Mediation Committee is chosen, the Committee will begin by bringing the two parties involved to an agreement regarding the terms of the mediation. If the two parties cannot agree to the terms, the dissatisfied member(s) may contact Management.
- 22.22 The inner-office conflict-resolution procedure is a confidential, self-contained process. The opinions regarding an inner-office dispute which are divulged during this process must remain strictly confidential, and may not be later used against or by any member. (See California Rules of Evidence Section 1119.)

23.0 DISCIPLINE AND DISCHARGE

- 23.1 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 22.6 - 22.15.
- 23.2 Jesuit Volunteers and Fellows are excluded from this section and will be subject to the discipline and discharge procedures of the Jesuit Volunteers Corps and/ or the particular Fellowship, respectively.

24.0 AGREEMENT

- 24.1 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.
- 24.2 Subject to the provisions of Subsection 26.1, 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.

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

24.4 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 790, 1390 Market St., Ste 1118, San Francisco, CA 94102, with copies to the designated Chair of the Union Steward Council, and to Centro Legal addressed to Union Steward, La Raza Centro Legal, Inc., 474 Valencia Street, Suite 295, San Francisco, CA 94103.

25.0 TERM OF AGREEMENT


This Agreement shall be in effect from ~~July 1, 2001 through June 30, 2007~~, and from year to year thereafter, unless at least sixty (60) days prior to ~~June 30, 2007~~ or any subsequent anniversary thereafter, either party gives written notice to the other of its desires to terminate or to make changes in this Agreement.

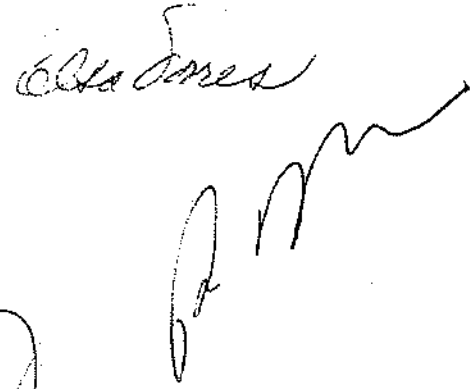
26.0 SALARIES

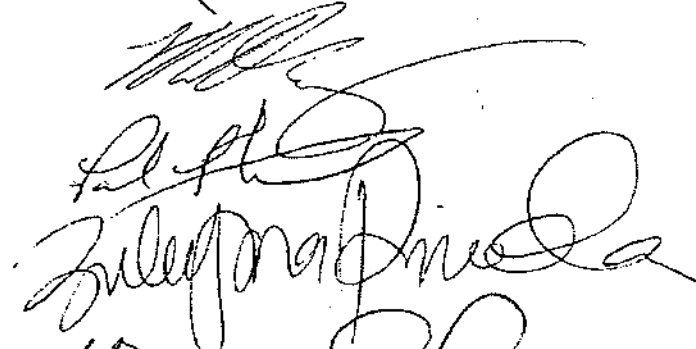
26.1 SENIORITY RECOGNITION:

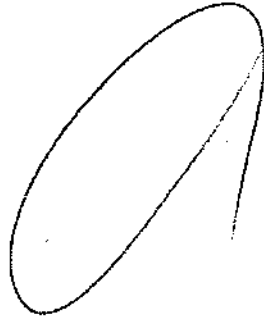
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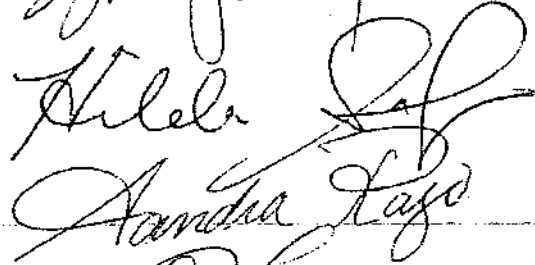
UNION MEMBER SIGNATURES

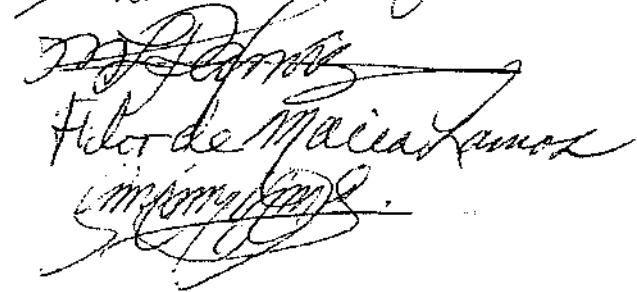

Renee Saucedo



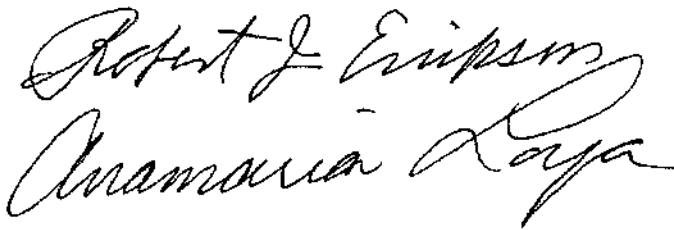
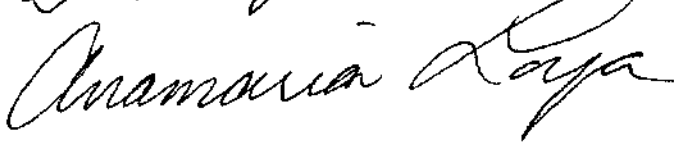

Zuleyda Medina




Sheila Lopez


Amanda Lopez

BOARD MEMBER SIGNATURES


Robert J. Eriksen

Anamaria Lopez