

SEIU Local 721
Children's Law Center
of Los Angeles

Memorandum of Understanding

July 1, 2014,
through
June 30, 2016



LABOR AGREEMENT

between

CHILDREN'S LAW CENTER OF LOS ANGELES

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

JULY 1, 2014 – JUNE 30, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I.	RECOGNITION OF UNION 1
ARTICLE II.	MANAGEMENT RIGHTS..... 1
Section 2.1	Retention of Rights 1
Section 2.2	Rights and Powers..... 1
Section 2.3	Temporary Employees 2
Section 2.4	Supervisors and Nonbargaining-Unit Employees..... 3
Section 2.5	No Waiver of Rights 3
Section 2.6	Bargaining Unit Vacancies 3
ARTICLE III.	UNION RIGHTS AND RESPONSIBILITIES 3
Section 3.1	Membership 3
Section 3.3	Union-Management Cooperation..... 4
Section 3.4	Stewards 4
Section 3.5	Notice and Information to the Union 4
Section 3.6	Bulletin Boards 5
ARTICLE IV.	GRIEVANCE AND ARBITRATION PROCEDURES 5
Section 4.1	Definition 5
Section 4.2	Sole Remedy 5
Section 4.3	Time for Handling Grievances..... 5
Section 4.4	Grievance Procedure 5
Section 4.5	Arbitration..... 6
Section 4.6	Voluntary Mediation..... 7
Section 4.7	Written Notice..... 7
Section 4.8	Time of the Essence 8
ARTICLE V.	NO INTERRUPTION OF WORK..... 8
Section 5.1	No Lockouts..... 8
Section 5.2	No Strikes..... 8
Section 5.3	Union Obligation 8
Section 5.4	Union Liability..... 9
Section 5.5	Right to Legal Redress..... 9
Section 5.6	Right to Discipline 9
ARTICLE VI.	HOURS OF WORK AND OVERTIME..... 9
Section 6.1	Normal Workday 9
Section 6.2	Committee on Scheduling Options 9
Section 6.3	Breaks and Overtime..... 10
Section 6.4	Change in Schedule..... 10
ARTICLE VII.	SENIORITY 10
Section 7.1	Definition 10

Section 7.2	Probationary Employees	10
Section 7.3	Effect of Leave of Absence.....	10
Section 7.4	Termination of Seniority.....	10
ARTICLE VIII.	DISCHARGE AND DISCIPLINE	11
Section 8.1	Right to Discharge and Discipline Employees	11
Section 8.2	Just Cause.....	11
Section 8.3	Suspension Pending Investigation	12
Section 8.4	Arbitrator Authority Limited	12
Section 8.5	Performance Improvement Plans.....	12
ARTICLE IX.	NON-DISCRIMINATION.....	13
ARTICLE X.	SAFETY.....	13
Section 10.1	Injury Illness Prevention Plan and Safety Management Program	13
Section 10.2	Miscellaneous Safety Provision.....	13
ARTICLE XI.	HOLIDAYS	13
Section 11.1	Recognized Holidays	13
Section 11.2	Other Court Holidays.....	14
Section 11.3	Holiday Pay.....	14
Section 11.4	Effect of Leave of Absence; Part-Time Employees	14
Section 11.5	Holidays During Vacation	14
ARTICLE XII.	VACATIONS.....	14
Section 12.1	Eligibility and Accrual.....	14
Section 12.2	Vacation Pay	15
Section 12.3	Cash Out of Accrued Vacation Time.....	15
Section 12.4	Leaves of Absence	16
ARTICLE XIII.	INSURANCE.....	16
Section 13.1	IRC Section 125 Cafeteria Plan	16
Section 13.2	Post Tax Benefits	17
Section 13.3	Insurance Allotment.....	17
ARTICLE XIV.	RETIREMENT BENEFITS	18
ARTICLE XV.	JOB CLASSIFICATIONS AND MINIMUM WAGE RATES	18
Section 15.1	Job Classifications	18
Section 15.2	New Classifications	20
Section 15.3	Pay Periods.....	20
ARTICLE XVI.	LEAVES OF ABSENCE	20
Section 16.1	Military Leave.....	20
Section 16.2	Family and Medical Leave; Maternity Leave	20
Section 16.3	Personal Leave	21
Section 16.4	Sick Leave.....	22
Section 16.5	Bereavement Leave.....	23

Section 16.6	Jury Duty Leave	23
Section 16.7	Leave for Voting	23
Section 16.8	Union Leave of Absence.....	23
Section 16.9	Worker’s Compensation	23
ARTICLE XVII.	MISCELLANEOUS	23
Section 17.1	Personal Days.....	23
Section 17.2	Bar Dues.....	24
Section 17.3	Work-Related Expense Reimbursement	24
Section 17.4	Parity Agreement	25
ARTICLE XVIII.	LABOR-MANAGEMENT COMMITTEE	25
Section 18.1	Purposes of Labor-Management Committee	25
Section 18.2	Committee Members.....	25
Section 18.3	Meetings.....	25
ARTICLE XIX.	BOARD OF DIRECTORS MEETINGS	26
ARTICLE XX.	SCOPE AND APPLICATION.....	26
Section 20.1	Waiver of Obligation to Bargain.....	26
Section 20.2	Waiver of Breach	26
Section 20.3	Entire Agreement; Amendment	27
Section 20.4	Savings Clause/Contravention of Laws	27
ARTICLE XXI.	TERM.....	27
APPENDIX A	Classifications and Wage Schedules.....	29
APPENDIX B	Employee Grievance Form.....	32
APPENDIX C	Sideletter re: Article 1	33
APPENDIX D	Sideletter re: Article 13	35

LABOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2014, between the Children's Law Center, a 501(c)(3) organization in California, hereinafter referred to as "CLC," and the Service Employees International Union, Local 721, hereinafter referred to as the "Union."

ARTICLE I. RECOGNITION OF UNION

CLC recognizes the Union as the sole and exclusive representative for purposes of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment for all employees in the following bargaining unit:

All full-time and regular part-time non-professional employees, including Paralegals, Investigators, Investigators I, Investigators II, Investigator Clerks and Secretaries employed by the Employer at its facilities located at 901 Corporate Center Drive, Monterey Park, CA 91754; 201 Centre Plaza Drive, Monterey Park, CA 91754; 1040 W. Avenue J, No. 1119, Lancaster, CA; excluding all other employees, confidential employees, guards and supervisors as defined in the Act.

As hereinafter used in this Agreement, the term "employee" or "employees" refers only to employees in the foregoing bargaining unit, unless the context specifically covers a larger group.

(PLEASE SEE SIDELETTER AMENDMENT AT APPENDIX C)

ARTICLE II. MANAGEMENT RIGHTS

Section 2.1 Retention of Rights

Except as specifically limited, abridged, or modified by a specific provision of this Agreement, CLC retains all rights, powers and authority exercised or held by it prior to the certification by the National Labor Relations Board of the Union as the collective-bargaining agent of the employees covered by this Agreement. It is agreed that CLC alone shall have the authority to determine and direct the policies, modes, and methods of operating its business, without interference by the Union.

Section 2.2 Rights and Powers

CLC shall have the complete and exclusive right and power to manage its operations and direct its employees except as such rights and powers are expressly and clearly limited by specific obligations of CLC set forth in this Agreement. Such rights and powers include, but are not limited to, the following:

- (a) to hire, promote, demote, transfer, lay off, recall, rehire, discipline, suspend or discharge employees;
- (b) to assign employees, as applicable, to (i) various hours, days, and shifts of work, and to establish and modify shift configurations; and (ii) various courtrooms, courts, offices,

firms and/or geographic locations; and/or (iii) to work in combination with, or be assigned to be supervised by, other employees;

- (c) to determine (i) the number and types of employees required to work at any time; (ii) the staffing, number, level and type of positions maintained by the organization; and (iii) whether to make any changes in such determinations, including whether, how and what type of position will be used to fill any temporary or permanent vacancies therein;
- (d) to assign non bargaining-unit employees or other personnel to any available duties or work, including duties or work normally performed by bargaining-unit employees, subject to Section 2.4 of this Agreement;
- (e) to establish and enforce rules and regulations, and to modify any such rules and regulations;
- (f) to compensate employees at the highest step of their classification in excess of stated rate for that step;
- (g) to establish and enforce minimum standards of work and safety, and to establish standards for the work quality and the work quantity;
- (h) to determine the methods, processes, work environment and technology or equipment for conduct and administration of business;
- (i) to discontinue, transfer, consolidate, reduce or alter any part of its operations;
- (j) to transfer to other locations and thereat perform all or any part of its operations;
- (k) to subcontract all or any part of its operations consistent with Section 2.6;
- (l) to restructure its operation in any way in order to maximize productivity and/or client service; and
- (m) to modify, revoke or reinstate any action, decision or determination made hereunder.

Section 2.3 Temporary Employees

Subject to Section 2.4 of this Agreement, CLC reserves the right to hire temporary employees to fill temporary vacancies arising from maternity and/or other types of personal or medical leaves of absence, or for any other legitimate business purpose that creates a temporary need. Temporary employees are not part of the bargaining unit. CLC shall determine in its sole discretion whether any such temporary employee will be made a regular employee (full time or part time), at which time the employee will become a member of the bargaining unit, provided that any individual must become a member of the bargaining unit after being employed as a temporary employee for more than twelve (12) consecutive months.

Section 2.4 Supervisors and Nonbargaining-Unit Employees

Supervisors, temporary employees and other nonbargaining-unit personnel may be assigned any task normally performed by bargaining-unit employees so long as such an assignment does not subvert or vitiate the Agreement or the bargaining unit.

Section 2.5 No Waiver of Rights

Nothing in this Agreement, including the recognition of the Union, past agreements, past practices or past arbitration decisions shall restrict in any way CLC's full exercise of its rights in accordance with this Article. The past or future exercise or nonexercise of rights retained by CLC shall not be deemed a waiver of any such rights or prevent CLC from exercising such rights in any way in the future.

Section 2.6 Bargaining Unit Vacancies

- (a) CLC shall seek to fill vacancies in the Bargaining Unit from within the Unit for all regular positions whenever possible. Such positions shall be posted to all CLC staff by an email to "CLCCAL All" at least five (5) business days prior to the close of the application period for the open position. Interested employees will be allowed to apply for the open position.
- (b) CLC retains the right to decide which applicant best satisfies an open position's job description and may hire any applicant, irrespective of the applicant's status as a member of the Bargaining Unit. If two (2) or more Bargaining Unit applicants are found to be the most qualified for the position and are equally qualified for that open position, the open position shall be filled by the applicant with the greater seniority at CLC.
- (c) Nothing in this section affects CLC's right to hire employees consistent with Article II, Section 2.3.

ARTICLE III. UNION RIGHTS AND RESPONSIBILITIES

Section 3.1 Membership

- (a) Membership or nonmembership in the Union, whether full membership, financial membership or otherwise, shall be a matter of voluntary personal choice of each employee.
- (b) The parties mutually recognize and agree to fully protect the rights of all employees covered herein. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

Section 3.2 Dues Checkoff

- (a) For each employee who submits a signed written authorization form with CLC in a form consistent with subsection (b) of this Section, CLC, during the term of this Agreement,

shall deduct from the wages of such employee the amounts specified for Union dues and shall transmit such amounts to the Union on a monthly basis.

- (b) Any such authorization shall be revocable by the employee at any time by written notice to that effect to the Union and a copy to CLC. An employee's authorization shall be deemed automatically canceled if the employee leaves the employ of CLC or is transferred or promoted out of the bargaining unit. CLC's obligation to deduct Union dues shall immediately cease upon any such revocation or cancellation.
- (c) The Union shall hold CLC harmless and indemnify CLC for complying with its obligations under this Section.

Section 3.3 Union-Management Cooperation

The Union and CLC shall cooperate in a reasonable manner to assure the efficient and high-quality work of CLC's employees in advancing the interests of all clients.

Section 3.4 Stewards

CLC shall recognize up to six (6) Stewards designated by the Union from the bargaining unit who will act as the on-site representative(s) of the Union. The authority of the Stewards shall be limited to the investigation, processing and presentation of grievances with CLC's designated representative(s) in accordance with the provisions of this Agreement. The duties and activities of the Stewards may be conducted on CLC time, provided the time so spent is reasonably necessary and does not in any way interfere with their non-Steward duties for CLC.

Every six months, or upon written request, the Union shall provide to CLC a list of Stewards. This list shall be kept current by the Union and only those Stewards on the list shall be recognized as Stewards by CLC.

No Steward shall be subject to unlawful discrimination.

Section 3.5 Notice and Information to the Union

- (a) Every three (3) months, CLC shall provide to the Union a list of new hires, terminations, retirements, promotions, and other changes of employee status during the three (3) previous calendar months.
- (b) Within a reasonable time after the Union's request, and not more than once every six (6) months, CLC shall provide a copy of the current employee roster including classifications, work locations, and seniority dates.
- (c) To the extent allowed by law, and with the written consent of the subject bargaining unit member, CLC shall provide necessary information to the Union in order to properly investigate and process employee grievances, including but not limited to copies of the performance evaluations and any documents in the subject employee's Human Resources file which pertain to the incident giving rise to the grievance.

Section 3.6 **Bulletin Boards**

The Union may, at its expense, place one (1) bulletin board no larger than 2' × 3' in each kitchen and in one other location approved by CLC within each unit's combined office space. The bulletin boards shall be used solely to post notices pertaining to Union business. Notice must be submitted to CLC twenty four (24) hours before they may be posted by the Union. The Union agrees not to post any derogatory or inflammatory information against or regarding CLC or any of its employees or agents. CLC shall promptly advise the Union if it believes any notice contains any such derogatory or inflammatory information, and the parties shall discuss and resolve such concerns before the notice is posted.

ARTICLE IV. **GRIEVANCE AND ARBITRATION PROCEDURES**

Section 4.1 **Definition**

- 1) The term “grievance” shall mean any claim by the Union, or by one or more bargaining unit employees, concerning the interpretation or application of the provisions of this Agreement which has not been resolved satisfactorily in an informal manner.
- 2) The term “grievant” shall mean any bargaining unit employee, Steward or Union representative filing a grievance with CLC.

Section 4.2 **Sole Remedy**

The procedures in this Article shall be the exclusive means for the disposition of all grievances arising under this Agreement, and CLC shall be liable to the Union or to any bargaining unit employee, as the case may be, only in the respect as may be determined under said procedure.

Section 4.3 **Time for Handling Grievances**

Grievances and arbitrations may be presented and otherwise handled or processed on CLC’s time, provided that such processing does not interfere with the operation of CLC. Date and time shall be mutually agreed by the Grievant and/or union representative and CLC, but must be consistent with the time provisions with of this Article. The time provisions of this Article are mandatory, and subject to Section 4.8 below.

Section 4.4 **Grievance Procedure**

Prior to instituting a formal grievance procedure, an employee is encouraged to meet with his or her supervisor in an attempt to remedy the complaint.

- (a) At all of the three (3) steps of the grievance procedure an employee is entitled to have a Steward and/or other Union representative participate in the grievance procedure. At any of the three (3) steps of the grievance procedure should the bargaining unit employee elect to have a Steward present and should the subject of the grievance or arbitration involve any case specific or client confidential information in a manner where there is a

conflict between any of the CLC firms the Steward must not be assigned to the firm with which the case conflict exists.

- (b) If an employee fails to appeal from the one level to the next within the time limits established in this procedure, the grievant shall be considered conclusively bound by the last decision and the grievance shall not be subject to further appeal or reconsideration.
- (c) Step One. Within seven (7) business days (i) after the event giving rise to the dispute or grievance, or (ii) after the grievant could reasonably have been expected to know about the event, the grievant shall notify in writing his or her law firm Director that the grievant is instituting a Step One Grievance. Within three (3) business days after the notice is provided, the grievant shall meet with his or her immediate supervisor(s) and law firm Director (and an additional CLC representative, if desired by CLC) to attempt to resolve the grievance. If the grievant does not timely file a Step Two grievance, the grievant shall be conclusively bound by CLC's decision at the Step One procedure.
- (d) Step Two. If no resolution is achieved at the Step One meeting, the grievant shall submit the grievance in writing to the grievant's law firm director and CLC's Executive Director (or that person's designee) within five (5) business days of the Step One decision. Within five (5) business days after the notice is provided, the grievant shall meet with his or her immediate supervisor(s), law firm Director and CLC's Executive Director (or that person's designee) to attempt to resolve the grievance.
- (e) All Union grievances and all grievances regarding discharge under Article VIII Section 8.2 shall begin at Step Two. Within five (5) business days of the event giving rise to the grievance, the Union or the grievant shall notify in writing the Executive Director (or her designee) or his or her law firm Director, respectively that the grievant is instituting a Step Two Grievance. Within five (5) business days after the notice is provided, a Step Two meeting shall be conducted. If the grievant is an employee s/he shall meet with his or her immediate supervisor(s) and law firm Director (and an additional CLC representative, if desired by CLC). If the grievant is the Union, the grievant shall meet with CLC's Executive Director (or that person's designee) and at least one additional CLC representative as determined by CLC to attempt to resolve the grievance.
- (f) Step Three. If no resolution is achieved at Step-Two of the Grievance Procedure, the Union may take the grievance to arbitration by written notice to CLC. The written notice must be delivered to CLC's Executive Director (or that person's designee) within five (5) business days of the Step Two decision. If the Union fails, refuses, or declines to timely demand arbitration of any such grievance, the Union and any affected employee or employees shall be conclusively bound by CLC's decision at the Step Two grievance meeting.

Section 4.5 Arbitration

- (a) Not more than one (1) grievance shall be submitted to arbitration in the same proceeding without the consent of CLC and the Union, except that grievances that are based on the

same set of facts and which must necessarily be decided the same way can be submitted in a single arbitration.

- (b) The parties shall then select an impartial arbitrator by agreement or by alternately striking names from a list of seven (7) names supplied by the Federal Mediation and Conciliation Service, with the party striking first to be determined by a coin toss; provided, however, that each party shall have the right to reject one (1) entire list for each matter submitted to arbitration. Thereupon CLC and the Union shall endeavor to make a submission agreement setting forth the stipulated relevant facts and principles.
- (c) The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the written grievance; and if so, and unless otherwise provided by this Agreement, what the remedy shall be. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective parties in the presence of each other. The decision of the arbitrator shall be final and binding on all parties to the dispute. The arbitrator's authority shall also be limited as set forth in other specific sections of this Agreement.
- (d) The expenses of the arbitrator and certified shorthand reporter (if any) shall be the responsibility of the losing party. In the case that there is no clear winner or loser in a given arbitration, the arbitrator may specify whether the parties will evenly split the above arbitration expenses or some other allocation.

Section 4.6 Voluntary Mediation

The Union and CLC may, by mutual agreement, discuss and attempt to resolve any grievance for which arbitration has been timely demanded.

Section 4.7 Written Notice

In order to satisfy the requirements of this Article, a grievance shall be deemed submitted in writing when delivered to the persons set forth above with the following information fully and clearly stated:

- (a) Step One of the Grievance Procedure: the grievant must state the nature of the grievance, the act or acts complained of and when they occurred, the identity of the grievant or grievants, and the remedy sought.
- (b) Step Two of the Grievance Procedure: the grievant must complete the Grievance Form (Appendix B) and specifically provide the following requested information: the nature of the grievance, the act or acts complained of and when they occurred, the identity of the grieved party or parties, the provision of this Agreement that the grieved party or parties claims or claimed CLC has violated, and the remedy sought.
- (c) Step Three of the Grievance Procedure: the grievant must submit the name of the grievant and that grievant is seeking Arbitration with CLC after going through all required steps of the Grievance Procedure.

Section 4.8 Time of the Essence

Any of the periods within which any of the acts required in this Article are to be performed have been carefully considered and represent the agreed absolute outside limit of time within which the applicable right must be exercised. A failure to exercise the applicable right within any of the time limits required in this Article shall be deemed a waiver of the right and shall bar the grievant's claim. A time limit mentioned in this Article may only be extended by mutual consent of CLC and the Union in writing.

ARTICLE V. NO INTERRUPTION OF WORK

Section 5.1 No Lockouts

During the term of this Agreement, CLC agrees not to engage in any lockout. The closing down of the offices or any part thereof, layoffs or curtailments brought about by economic conditions, business reasons, governmental regulation or order, or circumstances beyond the control of CLC, and any resulting layoffs, shall not be construed as lockouts.

Section 5.2 No Strikes

During the term of this Agreement, the Union, its officers, agents, representatives, and members, and all employees covered by this Agreement, agree that it and they will not engage in, authorize, sanction or in any manner support any strike, unfair labor practice strike, strike over an action or non-action undertaken by persons not party to this Agreement, wildcat strike, sympathy strike, stoppage of work, boycott, slowdown, curtailment of production, concerted refusal to perform customary duties, or otherwise interfere with the operations of CLC, nor any picketing (as defined by the National Labor Relations Board) or refusal to enter upon CLC's premises for any reason or in connection with any grievance or dispute, whether subject to arbitration under this Agreement or not. Nothing herein shall prevent the Union or any employee, while on his or her own personal time, from engaging in concerted activity against any other employer as long as such activity does not have the purpose or effect of threatening, coercing, restraining or attempting to induce any person to cease dealing in any way with CLC.

Section 5.3 Union Obligation

During the term of this agreement, Union agrees that, under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any prohibited activities set forth in Section 5.2, in any office, or facility of CLC.

In the event of any such work-stoppage during the term of this Agreement, by any member of the bargaining unit, the Union, by its officers, shall immediately declare in writing that such work-stoppage is contrary to the Agreement and unauthorized. The Union shall immediately direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon CLC.

Section 5.4 Union Liability

In the event that the Union engages in any of the prohibited activities set forth in Section 5.2, the Union shall be subject to an action for damages in any court of competent jurisdiction.

Section 5.5 Right to Legal Redress

CLC shall have the right to seek legal redress, including injunctive relief, for any violation of this Article without prior resort to the grievance-and-arbitration procedures. The Union shall have the right to seek legal redress, including injunctive relief, for any violation of Section 5.1.

Section 5.6 Right to Discipline

- (a) Any employee who participates in any of the prohibited activities set forth in Section 5.2 will be subject to discipline up to and including discharge by CLC.
- (b) In the arbitration of any grievance protesting the discharge or discipline of any employee for violation or failure to comply with this Article, the arbitrator shall only have the authority and jurisdiction to decide whether the grievant did in fact engage in concerted activity and must, if such activity is found to have occurred, sustain the discipline or discharge imposed without modification thereof or other award.

ARTICLE VI. HOURS OF WORK AND OVERTIME

Section 6.1 Normal Workday

The length of the normal workday and the total hours to be worked will be established by CLC and may vary depending upon several factors, including, but not limited to, the courtroom or trial schedules or field and work assignments to which the bargaining-unit employees are assigned or have pending. Nothing in this Agreement shall be construed to guarantee any employee a minimum number of hours of work per week. Supervisors may determine, establish and/or modify employee schedules by giving primary consideration to the efficient, quality and ethical discharge of client obligations.

Section 6.2 Committee on Scheduling Options

The Union and CLC agree to meet at least three (3) times in the next six (6) months, or as mutually agreed, to discuss the parameters and legalities of implementing an alternate work schedule for investigators. CLC and the Union will make good faith efforts to establish a workable policy.

The committee will consist of the executive director and/or his or her designee(s), one (1) Union staff representative and a least one (1) bargaining unit member designated by the Union.

Section 6.3 Breaks and Overtime

- (a) Employees who are entitled to overtime shall not work overtime without the prior authorization of their supervisor in accordance with CLC policy. Overtime worked shall be paid in accordance with applicable state and federal law.
- (b) Rest and meal breaks shall be provided in accordance with applicable state law.

Section 6.4 Change in Schedule

Except for circumstances beyond the control of CLC, an employee's regular schedule may not be changed upon less than one (1) calendar week's written notice.

ARTICLE VII. SENIORITY

Section 7.1 Definition

Seniority is defined as the length of an employee's continuous service with CLC from his or her last date of hire by CLC. Seniority shall apply only in the manner and to the extent set forth in this Agreement.

Section 7.2 Probationary Employees

- (a) All employees shall be considered probationary employees and "in training" for the first one hundred eighty (180) days from their last date of hire. By mutual consent of the Union, the affected employee and CLC, the probationary period may be extended for an additional sixty (60) day period. The extension shall not be subject to the grievance-and-arbitration provisions of this Agreement. If an employee is absent for any reason during this probationary period, the number of days of absence shall be added to the probationary period.
- (b) Probationary employees shall have no seniority rights, but shall acquire seniority from their last date of hire upon completion of their probationary period.
- (c) Probationary employees shall be subject to termination at CLC's sole discretion, with or without cause, the exercise of which shall not be subject to any of the grievance-and-arbitration provisions of this Agreement.

Section 7.3 Effect of Leave of Absence

Periods of time which employees miss due to leaves of absence in excess of six (6) months shall not be included in the calculation of an employee's seniority, unless otherwise required by law.

Section 7.4 Termination of Seniority

Seniority shall be terminated for any of the following reasons:

- (a) Absence from work for three (3) consecutive working days without calling in (unless the failure to call is due to circumstances beyond the employee's control).

- (b) Giving improper information to secure approval of leave of absence, working elsewhere while on leave of absence, or failure to report for work at the expiration of a leave.
- (c) Voluntary resignation.
- (d) Discharge.
- (e) Failure to perform work due to layoff, leave of absence or any other reason (other than a Worker's Compensation leave) for a period of time equal to the lesser of (i) the employee's seniority or (ii) two (2) years.

ARTICLE VIII. DISCHARGE AND DISCIPLINE

Section 8.1 Right to Discharge and Discipline Employees

- (a) Probationary employees are employed at will and may be disciplined or discharged at CLC's sole discretion, and the exercise of such discretion shall not be subject to the grievance-and-arbitration procedures of Article IV.
- (b) Employees who have completed their probationary period may be disciplined or discharged for just cause consistent with Section 8.2. All disciplinary actions shall reflect the nature of the infraction, improper conduct or unsatisfactory job performance involved.

Section 8.2 Just Cause

- (a) Causes for immediate discharge include:
 - (1) Theft or falsification of any record;
 - (2) The possession or consumption of narcotics or controlled substances (other than drugs prescribed by a health care provider) on CLC property at any time;
 - (3) Knowing and intentional unauthorized use of, or dissemination of, confidential client information;
 - (4) Knowing and intentional violation of client confidences;
 - (5) Fighting, physical violence, or any conduct that would make a reasonable person fear for his or her safety on or about the CLC or Juvenile Court premises, and/or at a CLC sponsored event or off-site training and/or in the course of any CLC work-related function;
 - (6) Intentional destruction of CLC property;
 - (7) Failure to follow a reasonable directive of a supervisor without good cause or reasonable justification;
 - (8) Willful neglect of duty;

(9) Sexual or other harassment, or discriminatory actions against others in the workplace based on protected classifications.

(b) The causes for discharge referenced in subparagraph (a) are illustrative and not exhaustive. Other conduct not specifically mentioned therein may be cause for any level of discipline up to and including discharge. In situations that do not warrant immediate termination, the disciplinary action imposed shall advise the employee of what is expected in the future and the potential consequences if the employee does not conform.

Section 8.3 Suspension Pending Investigation

If the facts upon which a discharge could be based are incomplete, the affected employee may be suspended without pay pending investigation of the facts. After the investigation, which shall be completed as promptly as practicable, CLC may take any further disciplinary action, including discharge, that it deems appropriate, subject to the provisions of this Article, or it may reinstate the employee. If the employee is reinstated after investigation, CLC will determine whether the suspension should be with or without pay, depending on the outcome of the investigation. If the employee is determined not to be guilty of any misconduct, the employee shall be reinstated with pay for any unpaid time missed.

Section 8.4 Arbitrator Authority Limited

In any arbitration regarding discharge imposed under Section 8.2(a), the arbitrator shall only have the authority and jurisdiction to decide whether the grievant did in fact engage in the prohibited conduct involved, and the arbitrator shall have no authority to modify the amount of discipline imposed by CLC.

Section 8.5 Performance Improvement Plans

- a) If management plans to have a meeting with an employee in which management intends to place an employee on a performance improvement plan (PIP), the employee shall be notified by either the employee's direct supervisor or firm director that the nature of the proposed meeting is disciplinary. Nonetheless, the employee may elect to bring a union representative (a CLC steward or if no steward is available, an SEIU representative), provided that the PIP meeting shall not be delayed more than two (2) business days. The employee shall inform CLC no less than 4 hours before the originally scheduled PIP meeting, either that a union representative will attend or that the PIP meeting should be rescheduled to accommodate the union representative. If the steward or SEIU representative is not present at the start of scheduled meeting, the PIP meeting will not be delayed. Neither party is entitled to legal representation at the PIP meeting without mutual consent.
- b) If any disciplinary action results in an employee being placed on a "Performance Improvement Plan" (PIP), the terms of the PIP shall be in writing and shall include descriptions of the incident(s) giving rise to the disciplinary action, the corrective action, if any, that is being prescribed, expectations regarding future conduct, the duration of the PIP, and the potential consequences of the employee's failure to meet the terms of the PIP.

ARTICLE IX. NON-DISCRIMINATION

CLC and the Union shall continue their practice of adhering to all applicable federal (including NLRA), state and local laws prohibiting discrimination in employment. As such laws may be amended from time to time, both CLC and the Union hereby affirm their commitments to comply with all such laws, which currently prohibit illegal discrimination and harassment in employment based upon: ancestry, age, color, disability, genetic information, gender, gender identity, or gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex and sexual orientation

ARTICLE X. SAFETY

Section 10.1 Injury Illness Prevention Plan and Safety Management Program

CLC shall continue to comply with California law regarding its Injury Illness Prevention Plan and the Cal-OSHA Process Safety Management Program.

Section 10.2 Miscellaneous Safety Provision

CLC acknowledges the value of reducing workplace injuries and shall continue to work with employees in order to strengthen CLC as a healthy workplace environment by providing employees information on how to avoid and/or prevent accidents or sickness. The Union will encourage all members in the Unit to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment, and conditions, and report any hazardous, unsafe, and/or unhealthy practices or condition promptly to their office manager or HR manager.

ARTICLE XI. HOLIDAYS

Section 11.1 Recognized Holidays

Employees are eligible for the following paid holidays each year for the schedules indicated:

<u>Holiday</u>	<u>Date</u>
New Year’s Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Lincoln’s Birthday	February 12
Presidents’ Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Section 11.2 Other Court Holidays

In the event the Los Angeles Superior Court (“LASC”) makes a schedule change and remains open on any of the days listed in Section 11.1, CLC’s offices will be open and that day will not be recognized as a holiday. Holidays that fall on Saturday or Sunday will be observed on the day for observance designated by the LASC.

Section 11.3 Holiday Pay

When observance of any of the above holidays falls on an employee’s regularly scheduled workday, an eligible employee will receive a day’s pay (prorated for part-time employees) at their regular rate.

Section 11.4 Effect of Leave of Absence; Part-Time Employees

Except as specifically provided in Section 16.2, employees on a leave of absence are not eligible for holiday pay. Any employee who works less than forty (40) hours per week is entitled to pro rata holiday pay based on the number of hours worked.

Section 11.5 Holidays During Vacation

When a holiday occurs during an employee’s approved vacation period, the employee will be paid for the holiday and will not be charged vacation time for that day.

ARTICLE XII. VACATIONS

Section 12.1 Eligibility and Accrual

Employees begin accruing vacation hours on their first day of employment as follows:

- (a) Full-time employees will accrue four (4) hours per pay period—for a total of ninety-six (96) hours per year—or a total of twelve (12) days per year during their first two (2) years of employment; and(2) beginning with the third year of service, an additional eight (8) hours per year, up to a maximum of one hundred sixty (160) hours per year—or a total of twenty (20) days per year.
- (b) Part-time employees working less than forty (40) hours per pay period do not accrue vacation. Part-time employees working a minimum of forty (40) hours per pay period will accrue vacation hours pro rata at the same rate full-time employees based on the number of hours worked.
- (c) Employees are encouraged to use all of the vacation hours they earn each year. The maximum accrual is two hundred forty (240) hours—or thirty (30) days. Once the maximum accrual is reached, the employee will stop accruing vacation hours until the employee uses sufficient vacation hours to reduce the employee’s accrual below this maximum.

- (d) The scheduling and duration of a vacation must be approved in advance by the employee's supervisor and law firm Director, and then Administration must verify there is sufficient time banked to take the requested vacation. The employee must also verify that there is sufficient time in the employee's vacation bank to take the requested vacation by checking the employee's most recent pay stub, and accounting for any vacation taken within the time period after that or otherwise not reflected in the pay stub.
- (e) A request to schedule vacation is made by submitting a Paid Time Off (PTO) request in the HR On-line system ("Request"). If the supervisor approves the Request, it is sent to Administration to verify there is sufficient time in the employee's vacation bank to take the requested vacation. If Administration determines there is not sufficient vacation and/or personal time banked to take the requested vacation, the employee can either reduce the length of the requested vacation to the amount of vacation and/or personal time banked, or take that portion of the requested vacation that does not have vacation and/or personal time banked as unpaid. The Request should be submitted sufficiently in advance to allow for completion of the approval process and to plan any necessary work load coverage. Employees should not make travel or accommodation commitments until the Request receives final approval.
- (f) Many variables affect the approval of a vacation Request. Multiple requests from attorneys assigned to the same courtroom and many requests for the same popular vacation period are good examples of circumstances that may require denial or rescheduling of requested vacation periods.
- (g) Vacation leave may not be used until it is accrued. Employees may not receive pay in lieu of taking vacation, except upon termination of employment, or as outlined in Section 12.3.

Section 12.2 Vacation Pay

Vacation pay is equal to the employee's regular and customary earnings up to a maximum of eight (8) hours per day, prorated for part-time employees.

Section 12.3 Cash Out of Accrued Vacation Time

Employees who have been continuously employed with CLC for at least two (2) years may elect to receive a cash payment for a portion of their accrued vacation time subject to the limitations and additional eligibility requirements listed below.

1. All requests must be submitted through Paychex using the code specified in the Employee Handbook at least five business days before the last payday in March or November.
2. Employees may receive cash payments for up to 40 hours in fiscal year 2015–2016, then up to 24 hours each fiscal year thereafter. Requests can be submitted once per fiscal year in either March or November.

3. Employees may not have negative sick or vacation time balances when cashing out vacation time.
4. Employees cannot borrow or donate vacation hours that will then be submitted for cash payment.
5. Requests for a cash payment will not be considered until the vacation time has actually accrued.

The rate of compensation for the vacation-time cash payment shall be at the employee's current rate of pay at the time the request is made and all applicable taxes and withholdings shall apply.

Section 12.4 Leaves of Absence

Except as specifically provided in Section 16.2, employees do not accrue vacation hours while on a leave of absence longer than thirty (30) calendar days.

ARTICLE XIII. INSURANCE

All provisions of Article 13 herein are subject to the Federal Patient Protection and Affordable Care Act of 2010, scheduled to go into effect January 1, 2014.

Section 13.1 IRC Section 125 Cafeteria Plan

- (a) Employees who work a minimum of forty (40) hours per pay period are eligible for health, dental, and flexible spending account (FSA) benefits beginning the first day of the month following the date of hire (for example, an employee hired in January is eligible beginning February 1st).
 - (1) Health Insurance (Blue Cross PPO, Blue Cross HMO or Kaiser);
 - (2) Dental Insurance (Guardian Dental PPO high option, Guardian Dental PPO low option, or Guardian Dental HMO);
 - (3) Medical FSA—In accordance with the Federal Affordable Care Act, \$2,500 maximum per year for eligible out-of-pocket medical expenses; and
 - (4) Dependent FSA—\$5,000 maximum per year for eligible childcare costs.
- (b) Benefits under the Cafeteria Plan in general and under each of the types of benefit shall be determined in accordance with the terms of the respective plans, as they may change from time to time. CLC reserves the right to change the administrator, provider and/or terms of any such plan at any time, provided that the terms and providers for employees under this Agreement shall be the same as for all other CLC employees.
- (c) Changes in an employee's health care coverage, with the exception of a qualifying event, including the birth of a child, marriage, establishment of a domestic partnership or death of a dependent including a domestic partner, must be completed during the annual open

enrollment period. Births, adoptions, deaths, marriages and other qualifying events must be reported to the Human Resources Department within thirty (30) days of their occurrence.

- (d) Federal law (COBRA) requires that employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health care coverage (medical and dental) at group rates in certain instances when coverage under the plan would end. CLC complies with the laws under COBRA.

Section 13.2 Post Tax Benefits

- (a) **Mandatory Short Term/Long Term Disability Insurance:** Employees working a minimum of forty (40) hours per pay period are enrolled in short term/long term disability insurance. Premiums are based on a percentage of an employee's base salary.
- (b) **Voluntary Group Life Insurance:** Employees working a minimum of forty (40) hours per pay period are eligible to purchase a voluntary, basic life insurance plan.

Section 13.3 Insurance Allotment

- a) For current employees (i.e. those employed at CLC on the date of ratification of this collective bargaining agreement (11/8/2012)):
 - i. Full-time employees receive a monthly insurance allotment equal to \$600.00 per month which may be used for the health and dental insurance listed under Section 13.1(a) to cover health and dental benefit insurance premiums. Part-time employees working a minimum of forty (40) hours per pay period are paid a pro rata amount. If insurance premiums exceed this allotment, the employee is responsible for paying the remainder of the premiums. Any unused portion of that allotment may be retained by the employee and is reported as taxable income.
 - ii. Employees also receive an additional monthly insurance allotment of up to \$100 per month, equivalent to the actual increase of the employees' CLC sponsored health care plan premiums from the 2011–12 plan year to the 2012–13 plan year. The health care subsidy is up to \$100 per month. No portion of the additional \$100 subsidy may be retained by the employee.

Employees working a minimum of forty (40) hours per pay period become eligible for the monthly insurance allotment beginning on the first day of employment.

- b) For employees hired after the date of ratification of this collective bargaining agreement 11/8/2012:
 - i. For those who participate in a CLC sponsored health care plan:

Full-time employees receive a monthly insurance allotment equal to their cost of participation in a CLC sponsored health and dental care plan up to \$700.00 per month, which must be used for the insurance listed under Section 13.1(a)(1)(2) to

cover health and dental insurance premiums. Part-time employees working a minimum of forty (40) hours per pay period are paid a pro rata amount. If medical and dental insurance premiums exceed this allotment, the employee is responsible for paying the remainder of the premiums. No portion of the \$700 per month insurance allotment may be retained by the employee.

- ii.) For those who do not participate in a CLC sponsored health care plan:
 - (a) Full-time employees receive a monthly insurance stipend equal to \$200 per month. Part-time employees working a minimum of forty (40) hours per pay period receive a pro rata amount. Subject to subpart (b) below, the stipend is taxable income.
 - (b) Employees working a minimum of forty (40) hours per pay period may participate in a CLC sponsored dental plan, and pay for the cost of the dental plan from the \$200 stipend with pre-tax dollars. Any unused portion of that allotment may be retained by the employee and is reported as taxable income.
 - (c) Except as specifically provided in Section 16.2, all insurance allotments and insurance stipends terminate when the employee separates from CLC employment or goes on the unpaid portion of a personal leave of absence.

(PLEASE SEE SIDELETTER AMENDMENT AT APPENDIX D)

ARTICLE XIV. RETIREMENT BENEFITS

Employees who work a minimum of forty (40) hours per pay period are eligible to participate in a 403(b) Retirement Plan. CLC shall maintain for eligible employees a 403(b) Retirement Plan that provides that such employees may defer, at a minimum, two percent (2%) of their adjusted gross wages. Eligible employees may begin to participate in this plan on the date of hire. After six (6) months of continuous employment, if an employee is contributing a minimum of two percent (2%) of their adjusted gross wages, CLC will contribute four percent (4%) of the employee's base wage. CLC reserves the right to change the administrator, provider and/or terms of any such plan at any time, provided that the terms and providers for employees under this Agreement shall not be less than those specified in this paragraph and shall be the same as for all other CLC employees.

ARTICLE XV. JOB CLASSIFICATIONS AND MINIMUM WAGE RATES

Section 15.1 Job Classifications

- (a) The job classifications and minimum wage rates for all employees covered by this Agreement shall be as set forth in Appendix A. Employees will be assigned to the appropriate step in the salary structure for their job classification after a review of the employee's resume and calculation of credit for related work experience.
 - 1. The employee's anniversary date will be determined based on the calculations as set forth in Appendix A. Subject to the provisions of subsection (c) below, employees

will move to the next step in the structure upon reaching their step anniversary date each calendar year.

2. For fiscal year 2014–2015, CLC will provide bargaining unit employees who are employed with CLC as of June 30, 2014, and remained continuously employed during the 2014–15 fiscal year, with a salary increase of 1.75%. This increase will be retroactive to July 1, 2014 and will be paid the next pay period after this Agreement is executed. Bargaining unit employees hired after June 30, 2014, and prior to July 1, 2015, who remained continuously employed for one year shall receive a salary increase of 1.75% on the one-year anniversary date of their hiring.
 3. Effective July 1, 2015, CLC will provide bargaining unit employees who are employed with CLC as of June 30, 2014, and remained continuously employed during the 2014–15 fiscal year, with a salary increase of 1.25% which will be paid the next pay period after this Agreement is executed. Bargaining unit employees hired after June 30, 2014, and prior to July 1, 2015, who remained continuously employed for one year shall receive a salary increase of 1.25% on the one-year anniversary date of their hiring. This salary increase shall be in addition to the salary increase described in (a) (2) above.
- (b) An employee’s progression to the next step will be stayed for the duration of any leave of absence in excess of six (6) months and during the duration of the time that an employee is placed on a corrective action plan or a performance improvement plan.
- (c) Implementation of the salary schedule and movement from one step to the next is subject to change depending upon the level of funding of CLC by the State/Court and other business considerations. If the step system is frozen for a particular year, CLC may take this into consideration when calculating the starting step of a new employee.

History of the Step System

July 1, 2007 to June 30, 2008 —	implemented
July 1, 2008 to June 30, 2009 —	frozen
July 1, 2009 to June 30, 2010 —	implemented
July 1, 2010 to June 30, 2011 —	frozen (\$1,000 bonus for each employee on their step anniversary)
July 1, 2011 to June 30, 2012 —	frozen
July 1, 2012 to June 30, 2013 —	Step 0 eliminated; all employees at Step 0 moved to Step 1, all other bargaining unit employees, other than those at top step moved up one step.
July 1, 2013 to June 30, 2014 —	Employees, who were not on a Performance Improvement Plan (“PIP”) and who reached the fifth anniversary and above of his or her date of hire in FY 2012–13, receive a 1.25% bonus. Upon supervisor and firm director recommendations and Executive Director approval, employee who reached the fifth, sixth, seventh, eighth or ninth anniversary of his or her date of hire in FY

2012–13, were eligible to receive an additional .5% bonus.

July 1, 2014 to June 30, 2015 — 1.75% salary increase

July 1, 2015 to June 30, 2016 — 1.25% salary increase

Section 15.2 New Classifications

In the event CLC establishes any new job classification or materially changes the content of an existing classification, CLC will notify the Union in writing at least 15 business days prior to its implementation, describing the work and stating the applicable wage rate. If CLC and the Union cannot agree on the wage rate for the new or changed classification after making final proposals, the matter may be submitted to arbitration, but the arbitrator will be required to choose between CLC’s last proposed wage rate and the Union’s last proposed wage rate.

Section 15.3 Pay Periods

Employees shall be paid twice per month.

ARTICLE XVI. LEAVES OF ABSENCE

Section 16.1 Military Leave

CLC shall continue to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA), as well as the Family Military Leave Act.

Section 16.2 Family and Medical Leave; Maternity Leave

- (a) CLC shall continue to comply with the federal Family and Medical Leave Act (“FMLA”), the California Family Rights Act (“CFRA”) and the California Fair Employment and Housing Act (“FEHA”) with respect to providing employees leave from work. To take any leave under this Section, employees must be eligible for the leave under the applicable law, and must provide advance notice and adequate medical certification required by the applicable law.
- (b) For pregnancy disability leave under FEHA, an employee’s period of disability shall always be four (4) months (including any such leave that may be necessary prior to the birth of the child). Immediately following a pregnancy disability leave, an employee who is otherwise eligible under FMLA/CFRA may take up to an additional three (3) months of leave to care for the newborn child. Any leave beyond that time must be approved by CLC and is considered personal leave under Section 16.3.
- (c) An employee who is otherwise eligible under FMLA/CFRA may take up to sixteen (16) weeks of leave per year for any combination of covered reasons. Any leave beyond sixteen (16) weeks must be approved by CLC and is considered as unpaid personal leave under Section 16.3.
- (d) While on a leave under this Section (but not any leave that becomes a personal leave under Section 16.3), an employee is entitled to the following benefits:

- (1) *Insurance allotment.* CLC will continue to pay the same insurance allotment it paid for the employee immediately before the leave began.
- (2) *Personal Time.* Employees will continue to accrue their personal days as of each January 1 and/or July 1 during the leave, provided they return to active employment within six (6) months of the January 1 or July 1 involved.
- (3) *Holiday Pay.* CLC will pay holiday pay for holidays that occur during the leave to the same extent and under the same conditions the employee received holiday pay as an active employee immediately before the leave began.
- (4) *Vacation Pay and Sick Time.* Employees will continue to accrue sick and vacation time while on a paid portion of leave at the same rate they accrued immediately before the leave began.

Section 16.3 Personal Leave

- (a) Regular full-time employees, after having satisfactorily completed twenty-four (24) months of service, may apply for a personal leave of absence for up to six (6) months by submitting a “Personal Leave of Absence Request” form to the Human Resource Manager. The request form must explain the specific reasons for and length of the requested leave. Requests by employees who have been at CLC for a short period of time will be considered only in rare cases where extenuating circumstances exist.
- (b) Approval of any leave of absence is determined by the law firm Director and Executive Director on a case-by-case basis after considering the reason for the requested leave, office work load, and the needs of the organization.
- (c) If approved, a “Memorandum of Approval and Conditions for Personal Leave of Absence” document must be signed, dated and returned to the Human Resource Manager.
- (d) Any/all accrued vacation leave and accrued personal time must be used at the beginning of the personal leave.
- (e) The monthly insurance allotment and CLC’s 403(b) match will cease on the last pay period that accrued time was used during the leave of absence and resume when the employee has returned to work.
- (f) If an employee is a participant in a CLC-sponsored medical and/or dental insurance plan at the time of his/her leave, coverage will cease at the end of the last month that any and all vacation or accrued personal time is used. If the employee does not have any accrued vacation or accrued personal time to use during the last pay period of this month, their full monthly benefit premiums will be deducted from the first pay period of that month (unless the employee has made prior arrangements with the Human Resource Manager). Continued coverage of benefits will be offered to the employee through COBRA for the duration of the leave. The employee must contact CLC’s Human Resource Manager for evaluation of the employee’s individual needs.

- (g) If an employee is a participant in a CLC sponsored long-term disability plan and/or life insurance plan, coverage will cease at the end of the last month that any and all vacation or personal time was used. Continued coverage is not offered through COBRA.
- (h) CLC does not guarantee that the employee's current position can or will be held open during the personal leave of absence. CLC also does not guarantee that there will be a full- or part-time position available to the employee at the conclusion of the employee's personal leave of absence. However, CLC will make a reasonable effort to return the employee to his or her pre-leave or similar position consistent with the needs of the organization.
- (i) The employee must contact CLC to confirm the return date within three (3) weeks of the return date. The employee must also notify CLC earlier of any request to modify the return date. If the employee does not notify CLC to confirm the return date and/or fails to return to work on his or her scheduled date, the employee will be considered to have voluntarily resigned.

Section 16.4 Sick Leave

- (a) Full-time employees shall accrue ten (10) days of sick leave per year, accrued at the rate of 3.34 hours per semi-monthly pay period. Part-time employees working less than forty (40) hours per pay period do not accrue sick leave. Part-time employees working a minimum of forty (40) hours per pay period will accrue sick leave pro rata based on the number of hours worked. An employee may use sick leave for days on which the employee is too ill to work. An employee may also use sick leave in order to attend to the illness or injury to employee's spouse, domestic partner, child or other close relatives who have served as caretakers for the employee or for whom the employee is the primary caretaker. Sick leave may also be used for medical and/or dental appointments. Sick leave may not be used for any other purpose. An employee must complete a "Request For Time Off" form upon return from sick leave and submit it to Administration.
- (b) The maximum accrual is four hundred eighty hours (480) hours—or sixty (60) days. Once the maximum accrual is reached, the employee will stop accruing sick leave hours until the employee uses sufficient sick-leave hours to reduce the employee's accrual below this maximum.
- (c) Sick leave may not be used until it is accrued. Unused sick leave benefits are not paid upon termination of employment for any reason. Sick leave may not be used as extra vacation time.
- (d) If an employee is off work for three (3) or more days or there are other circumstances (such as attendance patterns) that warrant investigation, CLC reserves the right to require the employee to present the Human Resources Department with a statement from a licensed physician that verifies an illness or injury existed, its beginning and ending dates, and the employee's ability to return to work without presenting an immediate and significant risk to the employee's own health or the health or safety of others.

- (e) Employees should not assume that absenteeism is permissible because the employee has sick leave benefits to cover all or a portion of time off. CLC may determine that absenteeism is excessive if, based on all of the facts and circumstances; it is found disruptive to CLC's operations, co-workers, or clients. Each situation will be evaluated based on the surrounding facts and circumstances.

Section 16.5 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee will be allowed up to three (3) consecutive working days off with pay to make arrangements for and/or to attend the funeral. When travel to a distant location or other circumstances requires absence in excess of three (3) consecutive work days, CLC will allow the use of accrued sick leave, personal days or vacation days for the next two work days of an employee's absence. The employee will submit for approval a request for bereavement leave using the HR on-line system. As used herein, "immediate family" is defined as: mother, mother-in-law, stepmother, father, father-in-law, stepfather, spouse, domestic partner, grandparents, siblings, stepsiblings, ½ siblings, children, stepchildren, and grandchildren.

Section 16.6 Jury Duty Leave

Employees who work a minimum of forty (40) hours per pay period will receive pay for up to fifteen (15) days of work missed as a result of jury service. In order to receive compensation, an employee must complete a PTO request in the HR On-Line system noting the dates of jury duty service. The employee must also submit the court's certificate of completed service to the Human Resources Department.

Section 16.7 Leave for Voting

CLC shall continue to comply with the California Election Code with respect to providing employees necessary time to vote in statewide elections.

Section 16.8 Union Leave of Absence

Leaves for Union business shall be treated consistently with leaves for other personal reasons.

Section 16.9 Worker's Compensation

In accordance with state and federal regulations, any employee who sustains an injury or illness arising out of, and in the course of, his or her employment will be covered by CLC's Worker's Compensation program.

ARTICLE XVII. MISCELLANEOUS

Section 17.1 Personal Days

- (a) Full-time employees shall accrue twelve (12) personal hours (1.5 personal days) if employed by CLC on January 1, and twelve (12) personal hours (1.5 personal days) if employed with CLC on July 1 of each calendar year, subject to subpart (b) below.

- (b) Part-time employees working a minimum of forty (40) hours per pay period will accrue personal time hours pro rata based on the number of hours worked in the same way as full-time employees.
- (c) Employees on a leave of absence as of any January 1 or July 1 will accrue their personal time for such days, provided they return to active employment within the six (6) months following such date.
- (d) Employees may use personal time for religious holidays, personal business or any other occasion during the year; provided, however, that personal time may not be used until it is accrued. Employees may not receive pay in lieu of taking personal time, except upon termination of employment.
- (e) Use of personal days shall be scheduled using the same procedures that are used for scheduling vacation, except that the PTO request must specify the time as “Personal.”
- (f) The maximum number of personal hours that an employee can accrue or be eligible to use at a given time is twenty-four (24). Employees who have accrued twenty-four (24) hours will not accrue any additional personal time hours if they have not reduced their accrual balance below twenty-four (24) hours by the next accrual date.
- (g) Employees who commence employment after the January 1 or July 1 accrual dates will not accrue any personal days until the next accrual date.

Section 17.2 Bar Dues

Each year, CLC will pay the mandatory dues to the California State Bar for all regular attorneys employed as of the date such dues are due, provided such attorneys have submitted their completed renewal statement to CLC Administration on or before a date specified by CLC. Eligible attorneys who miss the deadline will have to pay their dues directly to the Bar and submit their canceled check to Administration for reimbursement.

Section 17.3 Work-Related Expense Reimbursement

CLC shall reimburse employees for all mileage, parking, travel, and other reasonable work-related expenses actually incurred and in compliance with applicable CLC policy. For mileage and parking not related to long distance travel, the reimbursement requests should be submitted within twenty (20) days after the end of the month in which the expense was incurred. All reimbursement requests must be accompanied by receipts and/or other appropriate substantiation of the expense, and must be signed by the employee’s supervisor and director. Approved reimbursements will be paid on the next payday if submitted to Administration at least six (6) working days prior to that payday. In exceptional circumstances where an expense reimbursement request cannot be submitted within the normal time frame stated above, employees are required to submit a written explanation delineating the reason for the late request to their firm Director for approval by the firm Director and the Director of Operations in order for any late reimbursement to be paid.

For all other expenses (except travel) not related to routine mileage and parking, the expense must be approved in advance by the firm Director.

For travel, which includes long distance client visits, conference, seminars, meetings, legislative related travel, and other out-of area work that may arise, the employee must comply with the current CLC Travel Policy.

Section 17.4 Parity Agreement

During fiscal year 2014-2016, July 1, 2015 to June 30, 2016, if CLC implements an Across-the-Board salary adjustment (defined as a “wage adjustment or bonus for all attorneys in good standing who have been employed for one (1) year or more and who are not on a PIP”) either in a flat amount or by a uniform percentage increase, the bargaining unit employee will receive the same salary adjustment under the same terms, conditions and time frames as that of the attorneys. Should CLC elect, however, to provide attorneys with an Across-the-Board salary adjustment under the same or lesser terms as the 1.75% increase in section 15.1(a)(2)[formerly (a)(4)] and/or an Across-the-Board salary adjustment under the same or lesser terms as the 1.25% increase in section 15.1(a)(3)[formerly (a)(4)] to be provided to the bargaining unit, neither such salary adjustment shall trigger the provision of this section. CLC shall provide reasonable notice to SEIU of such changes. Nothing stated herein shall modify or diminish in any way CLC’s management rights under Article II or as otherwise provided in the Collective Bargaining Agreement. This Paragraph [Article XVII, section 17.4] shall not survive the expiration of the Agreement, except in the event that CLC and SEIU mutually agree to extend the Agreement, the provision shall remain in effect for the duration of the extension. Either party’s refusal to agree to any such extension shall not be subject to a grievance or unfair labor practice.

ARTICLE XVIII. LABOR-MANAGEMENT COMMITTEE

Section 18.1 Purposes of Labor-Management Committee

The purpose of the Labor-Management Committee is to discuss opportunities for improved client service and providing communication and feedback on significant operational or organizational changes or addressing any other matter of mutual interest.

Section 18.2 Committee Members

The CLC members of the Labor-Management Committee shall be the Executive Director and/or his or her designee(s). The Union members shall be any three bargaining unit employees designated by the Union.

Section 18.3 Meetings

The Labor-Management Committee shall meet quarterly, or as needed by mutual consent.

ARTICLE XIX. BOARD OF DIRECTORS MEETINGS

CLC's Board of Directors shall designate at least two (2) Board meetings per calendar year to which representatives of the staff will be invited. The Union may designate up to three (3) bargaining-unit members to attend such meetings. The staff and bargaining-unit representative will not have voting rights and may be excluded, at the Board's sole discretion, from any portion of the meetings.

ARTICLE XX. SCOPE AND APPLICATION

Section 20.1 Waiver of Obligation to Bargain

- (a) Notwithstanding CLC's recognition of the Union or any other provision of this Agreement, each party hereto expressly waives any obligation or duty presently or hereafter imposed by federal or state law on the other party to bargain collectively or to negotiate with such party over or pertaining to management decisions, including, but not limited to, such decisions as the removal, subcontracting, discontinuance, shutdown, sale or other disposition of the facility or a classification operation or of a service or function (but the Union does not waive CLC's duty to bargain about the effects of any such decision), or the wages, hours, fringe benefits, or other terms and conditions of employment, or the termination of employment, or any other matter or subject whatsoever during the term of this Agreement, or as to the reduction of wage rates or the discontinuance or diminution of other benefits provided hereunder after the expiration hereof, whether or not any such matter or subject has been presented, discussed or resolved in negotiations leading to this Agreement or made the subject of a provision of the Agreement, and each party acknowledges and agrees that the other party shall have no such obligation or duty during the term of this Agreement. All matters not covered in this Agreement shall be deemed to have been raised and disposed of as if covered herein.
- (b) Before making a change affecting a large number of employees within the firm or within a classification within the firm, CLC shall, where practical, provide the Union with reasonable advance notice before implementing the change and, if requested by the Union, meet and discuss (but not negotiate about) the change and its implementation.
- (c) If CLC exercises its right to subcontract out work under Section 2.2(k) when bargaining-unit employees are on layoff, or if the subcontracting out of work would result in a layoff or reassignment to the subcontractor of bargaining-unit employees, CLC shall first bargain with the Union regarding the reasons for, and the effect of, subcontracting out the work involved.

Section 20.2 Waiver of Breach

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition.

Section 20.3 Entire Agreement; Amendment

This Agreement will constitute the sole and entire existing agreement between the parties, and express all obligations of and restrictions imposed on CLC and the Union. This Agreement may not be altered, amended or modified, except by a further written document signed by the Union and CLC.

Section 20.4 Savings Clause/Contravention of Laws

- (a) If a provision of this Agreement is in contravention of any law or regulation of the United States, the State of California, or any political subdivision thereof, such provision shall be superseded by the appropriate provisions of such law or regulation so long as the same is in full force and effect, but all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect for the duration of this Agreement. If the parties are unable to agree as to whether any provision hereof is in contravention of any such law or regulation, the provision involved shall remain in full force and effect until the disputed matter is settled by a court or other authority having jurisdiction in the matter.
- (b) Should any provision of this Agreement be declared illegal or invalid by decision of a court of competent jurisdiction or any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect for the duration of this Agreement.

ARTICLE XXI. TERM

This Agreement shall be in effect from July 1, 2014, to and including midnight, June 30, 2016, and shall continue in effect for periods of one (1) year thereafter, unless at least sixty (60) days prior to June 30, 2016, or to the same date of any subsequent year, either party shall give written notice to the other of its desire to amend, modify or terminate this Agreement. If it is mutually agreed at or after said expiration date that negotiations conducted pursuant to such notice are deadlocked, either party may terminate this Agreement upon ten (10) days' written notice given to the other party.

Re-Opener: If CLC receives an increase to its contracted rate with the Judicial Council for representation of children in LA dependency proceedings of \$1.5 million or more annually SEIU may re-open negotiations.

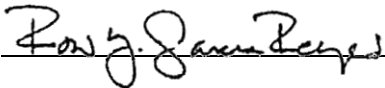
CHILDREN'S LAW CENTER, a
California 501(c)(3) organization

By: 

Title: Executive Director

Date Signed: 7/21/15

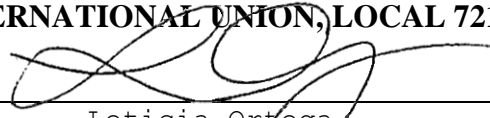
CHILDREN'S LAW CENTER, a
California 501(c)(3) organization

By: 

Title: Director of Advocacy

Date Signed: 7/16/2015

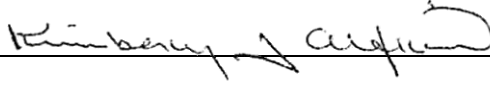
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 721

By: 

Title: Investigator - CLC1
Leticia Ortega

Date Signed: 7/17/15

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 721

By: 

Title: Investigator CLC1

Date Signed: 7.17.15

APPENDIX A

INVESTIGATORS

Classifications and Qualifications	Minimum Wage Rates				
		Step 1	Step 2	Step 3	Step 4
Social Work Investigator I (Minimum AA degree/60 college units or 2 years experience working with children in a related field.)		\$32,000	\$32,960	\$33,949	\$34,967
	Step 5	Step 6	Step 7	Step 8	
	\$36,016	\$37,097	\$38,209	\$39,355	
		Step 1	Step 2	Step 3	Step 4
Social Work Investigator II (Minimum BA degree in a related field or 5 years experience working with children in a related field or BA in an unrelated field plus a minimum 2 years experience working with children in a related field.)		\$41,870	\$43,126	\$44,419	\$45,752
	Step 5	Step 6	Step 7		
	\$47,124	\$48,538	\$49,994		
Social Work Hybrid Investigator (must meet same standards as a Social Worker Investigator 1). Wages are calculated as 50% of Social Worker Investigator 1 salary and 50% of Social Worker Investigator 11 salary.					

All steps are 3% at one-year intervals.

Years of experience is based on credit calculations as indicated below.

Notes to Investigators Classifications and Wage Schedules

CREDIT FOR PRIOR EXPERIENCE	
<u>Category</u>	<u>Credit Structure</u>
L.A. Dependency/CSW	0.7
FFA Worker	0.7
Teacher	0.5 — 0.7
CLC Secretary	Up to 0.6
(with significant percentage of time performing investigator duties (e.g. status checks, shelter care interviews) and attendance at investigator trainings)	
Probation Officer	0.5
Group Home Staff	0.5
CA Dependency	0.5
Recreation or After-school Program (providing direct child supervision)	0.3
Case Manager — Related Field	0.3 – 0.6
Teacher's Aide	0.3
Licensed Day Care	0.3

DEGREES

Child Development
Psychology
Nursing — Pediatric
Family Counseling
Education
Social Work

PARALEGALS

Classification and Qualifications	Minimum Wage Rates				
		Step 1	Step 2	Step 3	Step 4
Paralegal (High school diploma/GED; paralegal certificate strongly preferred, research and writing skills, Lexis/Nexis.)		\$39,140	\$40,314	\$41,523	\$42,769

All steps are 3% at one-year intervals.

SUPPORT STAFF

Classifications and Qualifications	Minimum Wage Rates					
		Step 1	Step 2	Step 3		
Clerk (High school diploma; filing, data entry, organization, familiarity with office equipment.)		\$23,100	\$24,255	\$25,467		
		Step 1	Step 2	Step 3	Step 4	Step 5
Secretary I (High school diploma/GED or equivalent. Experience with word processing, filing, organization, typing 55 wpm, interpersonal skills, phone skills.)		\$26,250	\$27,562	\$28,940	\$30,387	\$31,907
	Step 6	Step 7	Step 8	Step 9	Step 10	
Secretary II (Same as Secretary I, plus legal secretary training/certificate preferred.)	\$33,502	\$35,177	\$36,936	\$38,783	\$40,722	
		Step 1	Step 2	Step 3	Step 4	Step 5
Office Coordinator (Lancaster) (Same as Secretary I, plus data entry, exceptional organizational skills, independent worker, bilingual required.)		\$30,450	\$31,972	\$33,571	\$35,249	\$37,012
	Step 6	Step 7	Step 8			
	\$38,862	\$40,805	\$42,846			

All steps are 5% at one-year intervals.

Years of experience is based on credit calculations as indicated below.

Notes to Support Staff Classifications and Wage Schedules

SECRETARY CREDIT FOR PRIOR EXPERIENCE		
<u>Category</u>	<u>Years</u>	<u>Credit Structure</u>
CLC Employee — Same Classification	1	1.0
Dependency	1	0.7
Non-dependency/Legal	1	0.5
Non-legal	1	0.3

APPENDIX B

Employee Grievance Form

FOR REPRESENTED EMPLOYEES

EMPLOYEE NAME: _____ DATE: _____
POSITION: _____ FIRM: _____
NOTICE TO UNION REQUESTED: YES NO

GRIEVANCE

A grievance is defined as a complaint by an employee concerning the interpretation or application of the provisions of the Labor Agreement which have not been resolved satisfactorily in an informal manner between the affected employee and his/her supervisor.

NATURE OF GRIEVANCE (Describe the basis of your complaint. Be specific.)

ACT OR ACTS COMPLAINED OF

DATE OF ACTS

PROVISION OF LABOR AGREEMENT ALLEGEDLY VIOLATED

REMEDY SOUGHT (indicate settlement requested)

EMPLOYEE SIGNATURE:

Informal discussion regarding the above grievance conducted on _____
with _____

SUPERVISOR/MANAGER

APPENDIX C



Children's Law Center
of California
E x c e l l e n c e I n A d v o c a c y

July 1, 2015

Ms. Rocio Y. Garcia-Reyes
SEIU Local 721
1545 Wilshire Blvd.
Suite 100
Los Angeles, CA 90017

Dear Ms. Garcia-Reyes:

This letter confirms the understanding between Children's Law Center (CLC) and Service Employees International Union (SEIU) with respect to the composition of the Bargaining Unit covered by the current Collective Bargaining Agreement (CBA) effective July 1, 2014 through June 30, 2016:

The understanding of CLC and the SEIU is as follows:

- 1) The position of "Office Coordinator" has always been and is now included in the Bargaining Unit as a non-professional employee; and
- 2) The term "Investigators" as used in Article 1 of the CBA includes "Hybrid Investigator" and "Investigator 1" positions.

This statement of understanding shall be made part and parcel of the CBA, and incorporated therein, and shall become effective immediately.

Very Truly Yours,

Leslie Starr Heimov
Executive Director

On behalf of the SEIU and the CLC Bargaining Unit, we hereby acknowledge and agree to the above statements with respect to the composition of the Bargaining Unit covered by the CBA.

Rocio Y. Garcia-Reyes
SEIU Representative

7/12/2015
Date

APPENDIX D



Children's Law Center of California

Excellence In Advocacy

July 16, 2015

Ms. Rocio Y. Garcia-Reyes
SEIU Local 721
1545 Wilshire Blvd.
Suite 100
Los Angeles, CA 90017

Dear Ms. Garcia-Reyes:

This letter confirms the understanding between Children's Law Center (CLC) and Service Employees International Union (SEIU) with respect to Article XIII- Section 13.1 IRC Section 125 Cafeteria Plan and Section 13.3 Insurance Allotment covered by the current Collective Bargaining Agreement (CBA) effective July 1, 2014 through June 30, 2016:

The understanding of CLC and the SEIU is as follows:

13.1 IRC Section 125 Cafeteria Plan

- (a) (1) The Health Insurance offered by CLC is Kaiser insurance.
- (a) (3) Medical FSA- In accordance with the Federal Affordable Care Act, \$2,550 maximum per Year for eligible out-of-pocket medical expenses; and

13.3 Insurance Allotment

- a) For current employees employed at CLC on 11/8/2012, (the date of the previously ratified collective bargaining agreement):
 - i. Full-time employees receive a monthly insurance allotment equal to \$600.00 per month which may be used for the health and dental insurance listed under Section 13.1(a) to cover health and dental benefit insurance premiums. Part-time employees working a minimum of forty (40) hours per pay period are paid a pro rata amount. If insurance premiums exceed this allotment, the employee is responsible for paying the remainder of the premiums. Any unused portion of that allotment is retained by the employee and is reported as taxable income.
 - ii. Employees also receive an additional monthly insurance allotment of up to \$100.00 per month, equivalent to the actual increase of the employees' CLC sponsored Kaiser health care plan premiums from the 2011-12 plan year to the 2012-13 plan year. No portion of the additional allotment may be retained by the employee.

Employees working a minimum of forty (40) hours per pay period become eligible for the monthly insurance allotment beginning on the first day of the month following date of hire.

b) For employees hired after the date of ratification of the 11/8/2012 collective bargaining agreement 11/8/2012:

i. For those who participate in a CLC sponsored health care plan:

a. Full-time employees receive a monthly insurance allotment equal to their cost of participation in a CLC sponsored medical and dental care plan up to \$700.00 per month, which must be used for the insurance listed under Section 13.1(a)(1)(2) to cover health and dental insurance premiums. Part-time employees working a minimum of forty (40) hours per pay period are paid a pro rata amount. If medical and dental insurance premiums exceed this allotment, the employee is responsible for paying the remainder of the premiums using pretax dollars. No portion of the \$700 per month insurance allotment may be retained by the employee.

ii. For those who do not participate in a CLC sponsored health care plan:

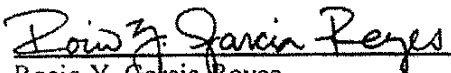
- a. Full-time employees receive additional salary of \$200 per month. Part-time employees working a minimum of forty (40) hours per pay period receive a pro rata amount. Subject to subpart (b) below, the additional salary is taxable income.
- b. Employees working a minimum of forty (40) hours per pay period may participate in a CLC sponsored dental plan, and pay for the cost of the dental plan from the \$200 additional salary with pre-tax dollars, pro-rata for part time employees. Any unused portion of that additional salary may be retained by the employee and is reported as taxable income.
- c. Except as specifically provided in Section 16.2, all insurance allotments and additional salary amounts terminate when the employee separates from CLC employment or goes on the unpaid portion of a personal leave of absence.

This statement of understanding shall be made part and parcel of the CBA, and incorporated therein, and shall become effective immediately.

Very Truly Yours,


Leslie Starr Heimov
Executive Director

On behalf of the SEIU and the CLC Bargaining Unit, we hereby acknowledge and agree to the above statements with respect to the composition of the Bargaining Unit covered by the CBA.



Rocio Y. Garcia-Reyes
SEIU Representative

7/16/2015
Date



Kimberly Alfriend

7.17.15
Date



Leticia Ortega

7/20/15
Date

Children's Law Center of Los Angeles

July 1, 2014, through June 30, 2016



SEIU Local 721

1545 Wilshire Blvd Ste 100

Los Angeles CA 90017-4510

Questions? Call the Member Connection (877) 721-4YOU

www.seiu721.org

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