



**Engineers & Scientists  
of California**  
Local 20 IFPTE



**AGREEMENT**  
**BETWEEN**  
**ENGINEERS AND SCIENTISTS OF CALIFORNIA,**  
**LOCAL 20 IFPTE, AFL-CIO & CLC**  
**and**  
**DISABILITY RIGHTS ADVOCATES**

**October 12, 2023 through October 11, 2026**

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## **ARTICLE 1 – SCOPE OF AGREEMENT**

### **Section 1.**

This agreement contains the entire understanding, undertaking and agreement of the Employer and the Union and finally determines all matters of collective bargaining for its term. Changes to the Agreement must be reduced to writing and executed by both the Employer and the Union to be effective.

### **Section 2. Employee Handbook and Supplemental Policies Governing Terms and Conditions of Employment**

If there are conflicts between this Agreement and the Employer's Employee Handbook and Supplemental Policies Governing Terms and Conditions of Employment ("the Manual"), this Agreement shall govern. Where there are no conflicts and in those areas not addressed specifically by this Agreement, the Manual shall govern.

If the Employer desires to revise an existing work rule or policy or establish a new rule which is not part of this Agreement and which falls within the scope of bargaining, the Union must be given advance notice of the proposed change. If the Union does not agree to the proposed change, the Employer will not implement the change until the parties have bargained in good faith concerning the proposed change. Nothing in this provision is intended to, nor shall it, limit the Employer's management rights as outlined in Article 16.

### **Section 3. Successorship**

This Agreement shall bind the signatories hereto, as well as their successors and assigns. The Employer shall give reasonable advance notice to the Union of any proposed merger or consolidation and shall advise the third party of the terms and conditions of this Agreement prior to concluding any such transaction.

## ARTICLE 2 – UNION

### Section 1. Union Recognition

- A. The Employer recognizes the Union as the exclusive collective bargaining representative of employees of DRA in the classifications listed in Appendix A. The bargaining unit shall exclude all supervisors, managers and confidential employees, as such employee categories have been defined by and under the National Labor Relations Act.
- B. This agreement shall apply to all newly created classifications that are not otherwise excluded as set forth above. The Employer shall provide the Union with fifteen (15) calendar days' notice prior to posting a newly created classification, along with the Employer's position on whether the new classification is within the bargaining unit. In the event that the parties are unable to agree that the classification(s) are so covered, the matter shall be resolved through the grievance procedure provided herein. If new classifications are established within the work performed by classifications covered by this Agreement, the rate of pay shall be negotiated by the parties.
- C. The Employer shall notify the Union of any new hires into represented classifications within 10 working days of hiring.

### Section 2. Union Check-off

#### A. Union Membership and Service Fee

Within the first thirty (30) days of employment all employees subject to this Agreement shall be required to either: (1) join and remain a member of the Union or (2) pay a service fee in lieu of membership dues to the extent permitted by applicable law.

#### B. Check off of Dues

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

IFPTE will be responsible for informing employees of their options regarding union membership.

#### C. Legislative Education and Action Program (LEAP) Deductions

Employees may make LEAP contributions through payroll deductions. The Employer agrees to deduct LEAP contributions on a per pay period basis from the paycheck of each unit member who voluntarily executes and delivers to the Employer a valid LEAP deduction authorization form. LEAP deductions may be cancelled by the employee with thirty (30) days' notice to the Union and Employer. By facilitating LEAP deductions, the Employer is not endorsing LEAP nor does it have any involvement in LEAP or the use of funds contributed to LEAP under this contract provision.



#### D. Indemnification

IFPTE shall indemnify and hold DRA harmless against any and all claims or liabilities that may arise out of actions taken by DRA in complying with this section.

### **Section 3. Union Meetings**

The Union shall be permitted to hold meetings, as scheduling and space permits, on DRA physical office space and/or via DRA Teams accounts either during their lunch break or outside usual office hours. If physical office space at DRA is preferred for union meetings, the Union will request space from DRA's designated representative. The Union will endeavor to make such requests at least one (1) week before the desired meeting date and time. Requests to use DRA physical office space will not be unreasonably denied.

The Employer will permit staff to attend a lunch union meeting each month. The Employer shall provide coverage for staff who have front desk or phone operation duties, if that coverage is necessary. The Union will endeavor to give the Employer sufficient notice to facilitate coverage of the front desk.

### **Section 4. Union Time**

- A. The Union may appoint a minimum of either two (2) stewards or one (1) shop steward for every ten employees in the bargaining unit, whichever is more.
- B. Union stewards will be allowed a reasonable amount of time during their work day to investigate grievances, represent members in meetings with management, and ensure that the provisions of this Agreement are uniformly enforced. At the same time, shop stewards will not disrupt or interfere with an employee's work duties during normal work hours, and will ensure that their own work is not negatively impacted by the discharge of their shop steward duties. The Employer shall not accrue any overtime liability as a result of time spent by non-exempt staff in the exercise of their steward duties.
- C. Stewards shall notify their direct supervisor before leave is taken. Supervisors will not deny leave without good reason and must provide that reason in writing. It is understood that internal Union business (e.g., internal Union elections, financial record keeping, etc.) will be conducted during non-work time. In the event a supervisor determines that use of Union time will unduly interfere with or hinder the progress of work, the supervisor will inform the officer, in writing, of the earliest possible time and date when the Union time may be taken.
- D. During the time when the contract is being negotiated, all meetings scheduled with management at mutually agreeable times will be conducted on paid time for union bargaining unit members. The Employer shall not accrue any overtime liability as a result of time spent by non-exempt staff in negotiations.
- E. When new employees are hired into the bargaining unit a steward shall be permitted thirty minutes of work time to conduct an orientation with the new hire.

## **Section 5. Financial Statements**

The Employer will provide financial information to the unit on a quarterly basis through an all-staff presentation, including annual audited financial statements as they become available. Such presentations shall contain as recent financial information as is available. Nothing in this agreement precludes the Employer's right to review financial information at staff meetings separately from finance presentation meetings. Employer will endeavor to provide slides and/or handouts to staff prior to the finance presentations.

## **Section 6. Union/Management Meetings**

- A. The Employer and the Union recognize that the holding of periodic meetings for the exchange of views and information may contribute to the effectiveness of the labor management relationship. A Labor Management Committee shall be established and utilized to discuss and make recommendations regarding labor/management and professional practices of mutual concern. The committee may discuss and make recommendations on a variety of departmental issues of mutual concern. The Committee shall propose all potential resolutions or options (if there is no consensus) to the President & CEO for consideration.
- B. The Labor Management Committee will include up to 3 representatives from the bargaining unit, selected by the Union, and up to 3 representatives from management. Meetings will be scheduled as needed with an expectation of 4 meetings a year at the discretion of the Labor Management Committee. The meetings shall be co-chaired by one member of management and one member of the union. The Parties will work together with the goal of finalizing an agenda for each meeting no less than 3 working days in advance of any meeting. The Parties will alternate minute taking responsibility and will endeavor to circulate the minutes no later than 5 working days after any meeting.
- C. Nothing in this section is intended to, or shall, limit the Employer's management rights as set forth in Article 16 nor serve as a waiver of either the Employer or the Union's right to bargaining over decisions or impacts of decisions that fall within the scope of bargaining.

## **Section 7. Union Acknowledgment**

The Employer shall recognize the bargaining unit's affiliation with ESC by:

- 1. displaying a union bug on DRA's website;
- 2. posting a statement acknowledging this affiliation in a public area in the workplace;
- 3. including in job postings a statement of union affiliation when those positions will be members of the unit; and
- 4. Permit employees to include a union bug or statement of union affiliation in or below their DRA email signatures.

## **Section 8. Union Communications**

- A. Announcements of Union business may be circulated to members of the bargaining unit via DRA electronic mail, Teams, and via other forms of digital communication hosted or paid for by the Employer.

- B. The Union will have the right to post a bulletin board in the Employer's offices for the exclusive use of the Union, at designated locations mutually agreeable to the parties. The Union's use of the bulletin board will be limited to the posting of communications related to Union business. The Employer agrees to refrain from posting on or interfering in any way with the Union's bulletin board. The Union agrees to refrain from posting any materials of an offensive or derogatory nature directed at the Employer.

### **Section 9. DRA Board**

One representative of the bargaining unit shall be permitted to attend open sessions of DRA's Board of Directors' meetings as an observer. The Employer will give the Union advance notice of such meetings, including the timing and agenda of all sessions. The Union will give the Employer notice of the name of their representative. The Employer may object to the Union's representative and request a different representative upon written notice, including a description of the objection. The bargaining unit may designate an alternate representative, subject to the Board's right to object as set forth above.

### **Section 10. Contractors and Vendors**

Where feasible, DRA will intentionally seek out and give preference to unionized contractors and vendors, and disabled-, women-, and minority-owned businesses, to provide products and services.

## **ARTICLE 3 – HIRING & SENIORITY**

### **Section 1. Hiring Process**

Either of the Parties may request to reopen this Article within 60 days of DRA receiving the DEI Consultant report and providing it to the Union.

### **Section 2. Orientation**

Upon hiring, the Employer shall give a copy of this agreement, any other personnel policies, and an explanation of all insurance benefits to the new employee. A shop steward shall have an opportunity to meet with new employees for up to thirty (30) minutes during work time to orient them to the Union, including informing them of Union requirements such as dues, registration, and other relevant information.

### **Section 3. Introductory Period**

An employee's first six months at DRA will be regarded as an introductory period. This provision will also apply to former employees who have applied and been selected for new or open positions with DRA, with the exception of employees who were laid off and subsequently recalled. The introductory period as applied to fellows is set forth in Article 4, Section 2.

If an employee is on leave during the introductory period, time spent on leave (counted in increments of at least one full day) will not count towards fulfilling the introductory period, and the introductory period will be extended by the period of the leave.

During the introductory period, the employment relationship is terminable at will. "At will" means that DRA may terminate the employee for any lawful reason, with or without cause. Employees serving an introductory period shall be covered by all provisions of this Agreement other than the grievance procedure for discipline/discharge matters and the progressive discipline process.

DRA shall endeavor to complete a feedback conversation and discuss it with the employee at least midway into the introductory period. If at that time the Employer believes the employee's performance is unsatisfactory, the Employer must provide the employee with a detailed description of the specific criteria which must be met in order to successfully complete the introductory period. Nothing in this paragraph is intended to or shall alter an employee's "at-will" status during their introductory probationary period.

### **Section 4. Seniority**

All employees who have completed the introductory period, including all fellows who have been hired as regular employees at the conclusion of their fellowship, as described below, shall be considered regular employees, and their seniority rights shall date from their most recent date of hire at DRA, except as otherwise provided here and in Articles 5 and 8(A) of this Agreement. Seniority will be applied for reductions in staff as discussed in the Layoff and Recall provisions of Article 5.

With respect to breaks in service:

1. Layoffs: Regular employees who are laid off and subsequently reinstated shall not lose seniority but will not receive service credit for the period of time they are on the recall list.
2. Voluntary Resignations: Regular employees who voluntarily resign and are rehired within two (2) years of their resignation will be reinstated without loss of seniority. Regular employees who voluntarily resign and are rehired after two (2) or more years will be reinstated with seniority based on their most recent date of hire by DRA. The employee's prior seniority, less their period of time away, will be credited at the conclusion of their Introductory Period upon rehiring.
3. Leaves of Absence: An employee on an approved leave of absence shall continue to accrue seniority.

### **Section 5. Exit Interview**

Exit interviews provide valuable feedback and suggestions for organizational improvement. Upon layoff, voluntary resignation, or separation from DRA for reasons other than termination, an employee must be offered an exit interview with the President & CEO or the Human Resources Director (or equivalent). The departing employee may opt to have a representative of their choosing and/or a member of the Union accompany them to the interview. The Interview will take place before separation unless the parties mutually agree to schedule it after separation.

An employee shall not be compelled to participate in an exit interview with any specific person or compelled to participate in the exit interview process at all.

To the extent allowable by law, information shared in exit interviews will be maintained as confidential. Except where disclosure or investigation is required by law, the departing employee shall be provided the opportunity to identify information disclosed in the exit interview that may be disclosed to the Union, DEI Committee, and/or the Labor Management Committee. To the extent they are able to share exit interview information, DRA will work with the Union through the Labor Management Committee to address departing employees' concerns and/or build on positive feedback.

## **ARTICLE 4 – TEMPORARY EMPLOYEES & INDEPENDENT CONTRACTORS**

For the purposes of this Agreement, a temporary employee is an individual hired to work full- or part-time, on a short-term or project basis, in an existing covered position or in what would be considered a new covered position under Article 2, Section 1 of this Agreement. Temporary employees are not included in the bargaining unit. Temporary employees may fall into one of the two categories defined below:

1. DRA Temporary Employee: An employee hired directly by DRA to serve in a short-term capacity as described in this section.
2. Other Temporary Employees: Individuals employed by staffing agencies and assigned to work at DRA.

### **Section 1. General**

- A. Temporary Employees may be hired to do bargaining unit work on either a full- or part-time basis, for staff special projects of limited duration; to temporarily fill the position of a recently departed employee; to temporarily fill a new position until a regular employee is hired; to provide temporary assistance based on certain needs (such as a specific case, grant or trial); to provide temporary coverage for regular employees who are on pre-approved leave.
- B. Exclusions: Notwithstanding the foregoing, the Union and Employer agree that the following positions are excluded from the bargaining unit: summer law clerks, law students, law clerk interns, except that all such individuals, if hired to work and paid by the Employer as employees, will be entitled to sick leave benefits as required by law and those benefits will be preserved if hired into regular positions.

### **Section 2. Fellows**

- A. Employer agrees that fellows will be covered by this Agreement. Fellows will accrue sick and vacation leave at the rate of regular DRA employees, and if hired into regular positions, such leave will be preserved. At the conclusion of their fellowship term, if a fellow is not hired into a regular position, their employment will terminate under the term of their fellowship agreement. Fellows shall be subject to the standard six-month introductory period. However, if a fellow has not passed the bar by the conclusion of the introductory period, the introductory period will automatically be extended for a period of three (3) months. Fellows who are hired as regular employees at the conclusion of their fellowships will not be subject to an additional introductory period as set forth in Article 3, Section 3. Fellows shall not earn or accrue seniority under this Agreement, unless they are subsequently hired as regular employees. To the extent that the terms of a fellowship conflict with this agreement, the terms of the fellowship shall govern and shall supersede this Agreement. Fellows are not guaranteed a position at DRA at the conclusion of their fellowship.
- B. DRA will endeavor to communicate to all fellows whether or not Employer plans to hire them for regular positions as soon as possible. No later than three-quarters through the fellowship term, employer will communicate to all fellows whether or not Employer plans to hire them for regular positions. If at that time the Employer cannot yet make a determination

about whether to hire a fellow for a regular position, the Employer will communicate to the fellow (a) whether the uncertainty is based on financial or other reasons, and (b) a projected date by which the Employer will make the final determination. Thereafter, the Employer will communicate timely updates and communicate a final decision in writing no later than two (2) months prior the end of the fellowship.

### **Section 3. Use of Temporary Employees**

- A. A Temporary Employee may be used for a period not to exceed the length of the special project, the length of the leave of absence for which the employee was hired to cover, or the length of the other need the temporary employee was hired to address as set forth in Section 1.A above, provided such period does not exceed one year in duration. This period may be extended by mutual agreement of the parties. The Employer cannot rotate these employees in-and-out of a position in order to provide a continuously filled position; however, if hired to cover someone on a leave of absence, the temporary employee may be retained for additional temporary period(s) to cover an extension of the original leave of absence or to cover different employee(s) who is on a leave of absence.
- B. Any full-time DRA Temporary Employees retained beyond the special project or leave of absence time frame, or such other mutually agreed upon timeframe, shall either be released from employment with DRA or become regular full-time employees with all rights and benefits as provided in this Agreement, at DRA's discretion. However, in the case of temporary staffing replacement for an employee leave, the temporary period may be mutually extended to match the length of the employee's projected leave of absence without converting the temporary employee to regular employee status. DRA Temporary Employees will be paid the salaries and wage rates provided for under this Agreement. DRA Temporary Employees also will be eligible for holidays, vacation, sick leave and medical benefits as provided under this Agreement, except that employees who are hired for a period not to exceed 90 days will not receive vacation time or medical benefits.

### **Section 4. Independent Contractors**

- A. The Employer shall be entitled to engage contractors, in a manner consistent with then-applicable federal, state and local law, provided that no bargaining unit work shall be contracted out.
  - 1. In addition, the Parties recognize that DRA utilizes independent contractors to provide finance and information technology functions and agree that DRA may continue to do so notwithstanding the limitations set forth in this section to the extent those limitations might apply to such contracted services.
- B. The Employer will prioritize the hiring of regular staff over the use of contractors and contract agencies wherever possible.

**Section 5. Limits on use of Temporary Employees, Fellows, Law Clerks and Volunteer/Pro Bono/Special Counsels**

The Employer will not use temporary employees, other special types of employees or volunteers to replace or reduce the current level of staffing and hours for regular part-time and full-time employees, or to postpone or avoid posting or filling new regular bargaining unit positions. The Employer will not use volunteers to replace or reduce the current level of staffing and hours for regular part-time and full-time employees. The Labor Management Committee periodically may review the use of temporary employees/volunteers/etc. to provide input on their effect on workload and staffing requirements. The Parties recognize that DRA regularly relies on co-counsel (including pro bono counsel) to support its litigation practice and agree that DRA may continue to engage with co-counsel in this manner so long as such engagement does not result in the elimination of any bargaining unit positions.



## ARTICLE 5 – CONTRACT ADMINISTRATION

### Section 1. Grievances

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

- A. Definitions: A grievance is defined as a question or complaint filed by the Union concerning the interpretation or enforcement of the terms and provisions of this Agreement.
- B. Terms of Grievance: Grievances against the Employer may be initiated by the Union on behalf of itself, an individual employee or a group of employees. Grievances against the Union may be initiated by the Employer.
- C. Timeliness: The grievance will be submitted no later than fifteen (15) working days after the employee (in the case of a Union-initiated grievance) or the Human Resources or their designee (in the case of an Employer-initiated grievance) knew or should have known of the occurrence of the events giving rise to the alleged grievance.
- D. Adherence to Time Limits
  - 1. The Employer and the Union agree that grievances should be raised and resolved promptly.
  - 2. The Employee has the right to have a Union representative present at any disciplinary meeting, other than those involving issuance of an initial warning, provided that obtaining the presence of that representative does not delay the meeting or discipline more than two business days. The Employer will notify employees who are the subject of terminations or disciplinary actions other than an initial warning that the nature of the meeting is disciplinary at the time the meeting is being scheduled so they may request Union representation so that the Union may review the process and respond within the set time limits.
  - 3. Failure of the grievance to proceed within any time limit delineated in this article will constitute a waiver of the claim.
  - 4. The time limits in this section may be extended by mutual written agreement. Requests to extend the time limits herein will not be unreasonably denied.
- E. Time Off for Grievance Meetings: The employee and their designated shop steward will be granted paid work time to participate in grievance meetings with management representatives.

## **Section 2. Grievance Procedure**

### **A. Step 1 – Filing of Grievance**

For Union-initiated grievances, the Union will file a notice of grievance in writing to the Human Resources or their designee. For Employer-initiated grievances, the Employer will file a notice of grievance in writing to the assigned union representative employed by ESC Local 20.

### **B. Step 2 – Response by Responding Party**

1. **Review of Grievance:** Following receipt of the grievance, the responding party will have fifteen (15) working days to investigate the grievance to the extent appropriate and attempt to resolve the dispute. Such resolution efforts may include a review meeting with the individuals directly involved.
2. **Resolution:** If the responding party is unable to resolve the dispute, the responding party will provide a written determination of the grievance to the grieving party within twenty (20) working days after receiving the Step 1 notice. In the case of a Union-initiated grievance, the response should be shared with both the Union and the impacted employee. In the case of an Employer-initiated grievance, the response should be shared with the Human Resources or their designee.

### **C. Step 3 – Mediation**

If the grieving party does not accept the determination of the responding party, the grieving party has fifteen (15) working days from the receipt of the determination to request that the parties participate in mediation as set forth below.

1. The mediator will be selected by the Union and Employer. If the parties cannot agree on a mediator within five (5) working days of the request to mediate, either party may request that the Federal Mediation and Conciliation Service (“FMCS”) supply a list of seven (7) mediators. Within five (5) working days of the receipt of this list, the parties will select the mediator from this list by alternately striking names (the first strike being determined by coin flip).
2. A grievance mediation meeting shall be scheduled within thirty (30) working days of the request for mediation subject to the schedule of the mediator.
3. Neither the Employer nor the Union will be bound by any recommendation of the mediator.

### **D. Step 4 – Arbitration**

1. If mediation in Step 3 fails to resolve the grievance, then within fifteen (15) working days of the date on which the mediation concludes, the grieving party may refer the grievance to arbitration.

2. The grieving party will notify the responding party in writing of its intention to arbitrate the dispute.
3. Selection of an Arbitrator: The Arbitrator will be selected by the Union and Employer. If the Union and Employer cannot agree upon an arbitrator within five (5) working days of the Union's written notice of intent to arbitrate, either side may request that the FMCS supply a list of seven (7) names of arbitrators. Within five (5) working days of the receipt of this list, the parties will select the arbitrator from this list by the alternately striking names (the first strike being determined by a coin flip).
4. Arbitration Hearing
  - a. Arbitration will be scheduled as soon as possible, considering schedules of the arbitrator and representatives of the Employer, the Union.
  - b. The hearing will be closed unless the arbitrator rules otherwise.
  - c. Arbitration hearings under this agreement will be conducted in accordance with the Rules of the American Arbitration Association. The arbitrator will preside at an arbitration hearing at which the parties will have the opportunity to present evidence and argument in support of their positions, and to confront and cross-examine each other's witnesses. The parties may be represented by counsel of their own choosing at the arbitration hearing, provided each party notifies the other of the contact information for their counsel at least ten (10) working days prior to the hearing, and provided further that each party will be responsible for their own attorney's fees. Each party will be allowed to subpoena witnesses, to present sworn testimony and documentary evidence, and to cross-examine opposing witnesses. They may also present oral arguments to the arbitrator in support of their position, or, if either party wishes, they may submit briefs to the arbitrator summarizing the evidence and containing argument, provided that such written material also be presented to the opposing party.
  - d. Alternatively, the parties may mutually agree to proceed consistent with the expedited arbitration rules promulgated by the FMCS (if using an FMCS-appointed arbitrator) or the American Arbitration Association.
5. Resolution
  - a. After the hearing, the arbitrator will render a decision, which will be final and binding on all parties. The arbitrator will base the decision and the award, if any, on the facts, briefs, and arguments presented at the hearing.
  - b. The arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provisions of this Agreement.
  - c. The arbitrator has the authority to award "make whole" equitable relief (that is, reinstatement) and monetary damages, including lost wages and/or benefits, and/or any other remedies consistent with this agreement. Where an arbitrator

finds that an employee was discharged without cause but that reinstatement is inadvisable under the circumstances, then the arbitrator may award front pay and fringe benefits (or the value of fringe benefits if there are provider/plan restrictions) in lieu of reinstatement for a period not to exceed twelve months. Notwithstanding the foregoing, nothing in this section shall require the Employer to reinstate an employee against whom a discrimination, harassment or workplace violence complaint was sustained or who was found to have stolen from or defrauded DRA or one of its clients. An arbitrator has no authority to order such reinstatement in such instance, though they may award backpay or front pay to such an employee as set forth herein.

### **Section 3. Expenses**

The expenses of mediation and arbitration will be divided equally between the Employer and the Union. The expenses will include transcription costs, and payment to the arbitrator. Transcription may be waived by mutual agreement of the Employer and the Union. The Employer and the Union each will bear its own expenses of representatives and witnesses, including disability-related accommodations, and each will bear its own attorneys' fees, if any.

### **Section 4. Discipline and Discharge**

No regular employee shall be disciplined or discharged except for just cause or gross/willful misconduct. Gross or willful misconduct includes, but is not limited to:

- Theft or misuse of DRA or client property, including but not limited to funds;
- Dishonesty or fraud in the scope of employment;
- Willful violations of DRA's confidentiality policy;
- Suspension from the practice of law;
- Disbarment;
- Gross or willful violations of ethical rules
- Conduct involving sexual or other forms of prohibited harassment, discrimination or bullying;
- Conduct that harms or threatens to harm the property, safety, security or well-being of others;
- Fighting or assault on DRA premises;
- Possession of or bringing dangerous weapons into DRA facilities without the written consent of DRA management;
- Willful destruction of, or damage to, DRA property or products;
- Being impaired by alcohol or drugs while carrying out their DRA job duties;
- Possession, use, or being under the influence of illegal drugs while on DRA premises or while carrying out their DRA job duties; and
- Chronic insubordination.

The employee has the right to have a Union representative present at any meeting held pursuant to this Article provided that obtaining the presence of that representative does not delay the meeting or discipline more than 48 hours. If the employee has requested a Union representative,

any warnings or notices pursuant to this Article shall be provided to both the employee and the Union not less than 48 hours in advance of the meeting. Ongoing feedback or dialogue between employees and their supervisors does not constitute discipline under this provision. Employees who are in their Introductory Period (defined in Article 3, Section 3) are not subject to this provision.

A. The process shall proceed as follows:

1. Prior to engaging in progressive discipline, the Employer shall conduct a thorough investigation of the alleged facts and circumstances pertaining to the employee's conduct, which shall include a meeting with the employee. The scope of such investigation shall reflect the severity and scope of the underlying issue. Prior to such a meeting involving any disciplinary action beyond an initial warning, Employer shall inform employee that the nature of the meeting is disciplinary at the time the meeting is being scheduled so the employee may exercise their right to union representation at all steps in the process. Employees may have a union representative attend any such meeting. During the investigation, the employee may be placed on paid administrative leave.
2. At the conclusion of the investigation, a written description of the alleged conduct and/or inadequate or unsatisfactory job performance and expected corrective behavior, if any, shall be provided to the employee. If the employer believes that the employee's conduct, acts or omissions, or the quality of an employee's job performance is inadequate or unsatisfactory, such that it rises to the level of just cause, but does not constitute gross or willful misconduct, the employer shall engage in reasonable progressive discipline prior to discharge. Such progressive discipline shall consist of:
  - a. Step 1: Initial warning (which may be communicated orally and/or memorialized in writing)
  - b. Step 2: A written warning that may or may not include a Performance Improvement Plan ("PIP") will be given to an employee indicating areas that are below job expectations and supporting evidence and identifying specific ways in which the employee may improve performance in a stated reasonable period of time. A PIP is designed to facilitate a constructive discussion between an employee and supervisor (and union steward if requested) about work requirements, including established standards and expectations in one or more significant position requirements, finite start and end dates, and regular check-in dates. The written warning, PIP (if applicable), and an employee's written response, if any, will be placed in the employee's personnel file.
  - c. Step 3: If corrective action is not taken, or there is a repetition of previous behavior, a second written warning, which may include a suspension without pay for up to five (5) working days.

If an employee is suspended, before returning to work, a suspended employee and their supervisor must adopt a corrective action plan addressing the conduct, acts or omissions which led to the suspension.

- d. Step 4: May discharge with the reason specified in writing. The Employer may proceed to Step 4 even where it did not suspend the employee at Step 3.
3. When an employee commits an act or omission constituting gross or willful misconduct, the disciplinary process may start at Step 2 with a PIP, written suspension notice without pay, or immediate discharge depending on the severity of the offense. The Employer reserves the right to discharge the employee for that behavior without prior disciplinary action.
4. Absent good cause, an employee who does not return from a leave of absence on the specified date and has not received the written approval of their direct supervisor and/or Human Resources, extended leave shall be deemed to have resigned effective the day following the employee's scheduled return.

**B. Documented Discipline.**

1. All discipline beyond an initial warning will be placed in an employee's personnel file. In the case of a written warning and/or PIP, the employee shall have the right to comment in writing and such comments will be included in the employee's personnel file.

C. Upon the consent of the employee, management will also make available to the shop steward the information it relied upon in making a termination decision.

**Section 5. Layoff**

In the event that financial or operational needs require reductions of a staff position(s), the following procedure shall be followed:

1. The Employer shall notify the Union in writing when it believes layoffs may be necessary.
2. At the Union's request, within ten (10) working days of such notice, the Employer shall meet with the Union to explore alternatives before any layoffs are implemented. Union representatives involved in these discussions agree not to disclose, either directly or indirectly, to bargaining unit employees and/or to any third parties any confidential information received from the Employer regarding potential layoffs or unannounced plans for layoffs.
3. If layoffs of represented staff become necessary due to financial reasons, represented staff shall be laid off within impacted job classification according to seniority. For purposes of this provision, seniority shall be defined as all service with DRA but excluding any breaks in service, as defined in Article 3, Section 4. The Employer agrees that it will make an effort to retain represented staff whenever practicable.

4. If layoffs occur due to financial reasons, temporary employees normally will be laid off before any regular employees.
5. The Employer will endeavor to provide thirty (30) working days' notice in writing of the projected reduction, but Employees who are affected by the projected reduction in staff shall be given no less than twenty (20) working days' notice in writing of the projected reduction.
6. Employees who have been laid off due to a reduction in staff shall be entitled to a severance payment of one weeks' salary for each year of seniority, rounded up. For example:

0 year to < 1 year = 1 week of salary  
1 year to < 2 years = 2 weeks of salary  
2 years to < 3 years = 3 weeks of salary  
3 years to < 4 years = 4 weeks of salary

Employees may not receive more than fifteen (15) weeks of severance pay under this section.

7. Following a reduction in staff, before filling job vacancies, the Employer shall first offer such positions to a formerly laid-off employee if the employee was laid off from that job classification within the twelve (12) months prior to the opening of the vacancy. Such employees shall comply with the recall process set forth below.

## **Section 6. Recall**

- A. An employee covered by this Agreement who is laid off shall have recall rights for the job classification from which they were laid off for a period of twelve (12) months from the effective date of their layoff.
- B. Management shall notify all employees with recall rights of job openings and their seniority position on the recall list. Employees who are on the recall list will be notified by certified letter or other method of trackable delivery (e.g. Federal Express, UPS) to the last known physical address and at the employee's last known email address with a delivery receipt. Employees are required to respond to the Employer expressing interest in recall within ten (10) business days of the date the notification was received per trackable delivery. Among employees who respond, the person with the highest DRA seniority rank on the recall list will be recalled.
- C. Employees who are not recalled for a position for which they expressed interest selected shall be returned to the recall list until the earlier of (i) the expiration of the remainder of the twelve (12) month recall period or (ii) their re-hiring by DRA. It is the employee's responsibility to notify the Employer of any change in address. Failure of an employee to respond within the time limits shall be considered a refusal of the offer and a forfeiture of the employee's recall rights. Notwithstanding the foregoing, if an employee is unable to exercise their recall rights and return to DRA, they may remain on the recall list for the remainder of the twelve (12) month period if they respond to a recall notice conveying their

inability to return at that time. Employees who fail to respond to a recall notice will be removed from the recall list.

- D. If no one within the classification accepts a recall for an open position, the employer shall send via e-mail all job announcements to everyone outside of the classification on layoff status. Individuals re-hired outside of their pre-layoff classification would be subject to the standard introductory period.



## **ARTICLE 6 – WORKING CONDITIONS, HOURS & DAYS OF WORK**

The Employer recognizes the benefits to the office environment and to employees’ personal and family lives of a flexible work schedule, and maintains a flexible work policy, as outlined below.

### **Section 1. Working Hours**

The normal work week for full-time employees will be forty (40) hours (eight (8) hours per day with an unpaid lunch of 30 minutes or 60 minutes, as the employee chooses). Employees shall be entitled to rest periods as provided by law, including two paid 15-minute rest periods per shift for non-exempt employees.

Regular office operating hours are 9:00am to 5:30 pm local time.

### **Section 2. Work Schedules**

#### **A. Regular Work Schedules**

Employees are expected to adopt a regular work schedule as needed to perform their jobs and set their Outlook calendar to reflect this regular schedule. Unless an alternative work schedule has been approved by the employee’s direct supervisor, non-exempt employees must start their day no later than 9:00 am and end their day no earlier than 5:30 pm in the time zone in which their base office is located. Notwithstanding this, non-exempt employees may make occasional reasonable adjustments in their day-to-day hours at the workplace, subject to their job responsibilities and the demands of workload coverage, with notice to their direct supervisor as soon as practicable.

Exempt employees may choose to start their regular work day between the hours of 8:00am and 10:00am in the time zone in which their base office is located. Exempt employees may make reasonable adjustments in their regular work schedule, subject to their job responsibilities and the demands of workload coverage, without supervisor approval. Exempt employees are expected to work at least forty (40) hours per week. The Parties recognize that occasionally exempt employees may work less than eight (8) hours in a single day. If an exempt employee works at least five (5) hours in a single day, they are not required to take paid time off on that day.

#### **B. Alternative Work Schedules**

Employees may request to work alternative work schedules, subject to the approval of their direct supervisor. Alternative work schedules must be consistent with the employee’s job and professional responsibilities. Such requests shall not be unreasonably denied. This provision is not an alternative to and does not limit alternative work schedules available through the interactive process set forth in Article 9 when the need for an alternative work schedule is a reasonable accommodation request.

#### **C. Limitations**

Notwithstanding the above, the Employer reserves the right to limit flexible work schedules as to specific employees if, in its determination, either the employee needs to be in the office at

specific times or the employee has come to work outside their regular hours on more than an occasional basis.

Notwithstanding any such modified work schedule or adjustments in day-to-day hours, all employees are expected to be available to work when they have work obligations such as court appearances or client meetings.

### **Section 3. Overtime for Non-Exempt Staff**

All time worked by non-exempt staff more than eight (8) hours in one work day or forty (40) hours in any work week will be paid at one-and-one-half (1.5) times the employee's regular hourly rate. All time worked in excess of twelve (12) hours in one day will be paid at two (2) times the employee's regular hourly rate.

Prior approval for work which results in payment beyond an employee's base 40-hour regular work week must be obtained from the employee's direct supervisor, case supervisor, or their designee.

Non-exempt employees shall not be required to involuntarily shift or modify their regular schedule in a way that undermines the employee's eligibility for overtime pay (payment for time beyond 40 hours).

### **Section 4. Compensatory Time for Exempt Employees**

When an exempt employee is required to work late or irregular hours, they are encouraged to work with their direct supervisor to adjust their work schedule during the pay period, or at the next earliest mutually agreed upon time. If an exempt employee has a period of lengthy or intense work demands (such as work travel, a site visit/inspection, a filing, or a trial), the employee may request compensatory time from their direct supervisor, without the employee needing to use accrued vacation time. Approval of compensatory time shall not be unreasonably withheld.

### **Section 5. Late Nights & Weekends**

#### **A. Rate of Pay for Non-Exempt Employees**

Non-exempt employees required by their direct supervisor or their case manager to perform work on Saturdays and Sundays shall be compensated for a minimum of two (2) hours at the appropriate rate of pay. Employees who are specifically directed by their direct supervisor or their case manager to come into the office shall be compensated for time spent traveling to and from work on those days and shall be reimbursed for transportation.

#### **B. Incidental Expenses**

Employees required to work away from their home (i) for more than two (2) hours beyond their regular work day, or (ii) on a Saturday, Sunday, holiday, or (iii) on the employee's regular day off (as applicable) may request a meal allowance in an amount consistent with DRA's then applicable travel expense policy.

## **Section 6. Part-Time Employment**

Employees working at least twenty (20) hours per week shall be eligible for full benefits and prorated wages and vacation, sick, and other leaves as set forth in this contract. Employees working less than twenty (20) hours per week shall receive prorated wages, benefits, and leaves.

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

## **Section 7. Workload Management**

The Parties acknowledge that DRA relies on attorneys and paralegals keeping accurate track of their billable hours. Attorneys will spend 80 to 90% of their annual hours recorded on litigation, outreach, case development, and monitoring. As non-exempt employees, paralegals and litigation assistants are expected to record all of their hours billed on litigation, outreach, case development, and monitoring. For this reason, DRA managers will regularly monitor time entries for the purposes of assessing workload and performance.

A discussion of workload and capacity shall be a part of regular check-ins between employees and their direct supervisors. The supervisor shall attempt to balance workloads.

The Employer will consider all assigned responsibilities in its case assignment and the workload assessment system.

## **Section 8. Workspace Equipment and Supplies**

The Employer will provide all necessary equipment, materials, and supplies. Equipment including keyboards, mouse, additional monitors, docking stations, and needed ergonomic equipment will be provided and not be unreasonably denied upon request.

Employees working either hybrid or fully remote work schedules are expected to purchase office supplies using their business credit card whenever possible and in compliance with the then-applicable expense policy. Employees are also permitted to take basic office supplies from DRA's office locations to use while working remotely.

## **Section 9. Work Travel**

The Employer shall pay for reasonable business travel expenses of employees consistent with the terms of DRA's travel expense policy and Article 7.

## **ARTICLE 7 – IN-OFFICE, HYBRID, & REMOTE WORK LOCATIONS**

Fully in-office, fully remote, and hybrid (partially in-office & partially remote) work locations are available to DRA employees as outlined in this Article.

The Employer shall have six (6) months following adoption of this Agreement to develop the office reservation system required by this Article 7.

### **Section 1. Work Location**

Fully in-office employees are employees working their entire schedule in a DRA-owned, rented, or donated office, except on an occasional basis.

Hybrid employees are employees who are regularly scheduled to work on-site for some portion of their work schedule and to work remotely for some portion of their schedule. There is no required minimum or maximum number of days per week hybrid employees must work on site.

Fully remote employees are employees who do not regularly work in DRA-owned, rented, or donated offices.

Current employees may request to modify their work location with the approval of their direct supervisor. DRA will inform candidates for employment of available work locations during the hiring process so that newly hired employees may provide a preferred work location as part of the hiring process. An employee's preferred work location will not be unreasonably denied but will be subject to DRA's operational and programmatic needs. If there is a denial of the employee's preferred work location, DRA shall provide to the employee written record of the reasons for such denial, including but not limited to budget constraints, staffing capacity, workload data, or other hardship.

### **Section 2. Allocation of Office Space**

#### **A. Entitlement to Office Space**

Each employee working either (i) fully in-office or (ii) a hybrid schedule under which they regularly work three (3) or more days a week in office is entitled to a dedicated personal workspace but may choose to instead share an office or utilize a workspace available upon reservation. For attorneys, the dedicated personal workspace shall be a private office; for litigation support staff and other administrative staff, the dedicated personal workspace may be a cubicle or shared office. Space allowing, DRA may make private offices available to other positions.

DRA reserves the right to periodically review office space usage to ensure that employees who have dedicated personal workspace under this section are still eligible and to repurpose the office space of employees who are no longer eligible.

Notwithstanding the foregoing, nothing in this section will require DRA to expand its office space (through lease or purchase) in order to accommodate staff in-office.

## B. Office Space Subject to Availability

Each employee working either (i) a hybrid schedule who does not commit to regularly working three (3) or more days a week in office or (ii) a fully remote schedule may request a workspace available upon reservation and should strive to reserve such workspace at least a week in advance. Such employees will not be entitled to a dedicated personal workspace in-office. Dedicated personal workspaces will be provided on a first come first served basis. Space allowing, DRA may make private offices available to hybrid employees who do not regularly work three (3) or more days a week in the office or to fully remote employees on days they work in the office.

## **Section 3. Provisions Applicable Specifically to Fully Remote Employees**

### A. Mandatory Location-Based Work

DRA may occasionally and temporarily direct fully remote staff to work in-person at the office or other locations based on business or program-related needs. DRA will provide as much advance notice as possible under this section.

### B. Base Office Assignment

Management, in consultation with the employee, will initially assign fully remote employees to a “base office.” Factors to be considered include but are not limited to proximity between their residence and the office, bar admission, current office assignment, business/case staffing needs, strategic plan, employee preference, and/or office location to which the employee applied. Such base office assignment may be changed by DRA after consultation with the fully remote employee based on the same factors as above. As of the effective date of this agreement, available base offices are DRA’s offices in Berkeley, CA; New York, NY; and Chicago, IL. DRA reserves the right to change its office locations, open new office locations, and/or close existing office locations, subject to any bargaining obligations it may have with the Union. The base offices shall have shared workspace available to use on an occasional basis by fully remote employees. This space will be available on a first come, first served basis upon reservation.

### A. Residence Outside of the Base Office Locations

#### *1. Permitted Locations*

Fully remote employees may reside in the following states: California, New York, New Jersey, Illinois, and Oregon. Requests to reside in other states will be considered on a case-by-case basis at the sole discretion of the Employer. Requests by an employee to change their work location, including whether to move to a new state, are subject to approval by their direct supervisor as set forth above. Attorneys residing in states other than those in which they are licensed are solely responsible for complying with the rules of practice in any states of residence and/or licensure. Compliance with resident state licensure requirements (including, but not limited to, the costs of bar admission, and any ongoing bar or licensing fees in any state in which an employee lives but is not asked by DRA to practice) are the sole responsibility of the Attorney.

DRA may modify the states in which it has approved fully remote work arrangements based on operational or programmatic needs. In the event DRA determines that it no longer supports the organization's operational or programmatic needs to maintain a presence in a particular state but in which employees are then-working remotely, DRA will provide at least ninety (90) working days' notice to the impacted employee(s) and the Union and an opportunity to bargain over the effects of that change. Any plan to transition out of a particular state will consider DRA's client and business needs and the needs of the impacted employee(s).

## *2. Travel Costs*

To the extent allowable by applicable law, an Employee residing in a location other than the Bay Area, Chicago, or New York metropolitan area will be responsible for their own expenses to travel to and from their base office location for work-related meetings, depositions, and Court appearances that an employee would have been expected to commute to were they living in proximity to their base office location. In lieu of traveling to their base office, employees may coordinate with their direct supervisor to determine whether particular work commitments can be conducted remotely or handled by another member of the case team who is located within commuting distance of the base office. However, employees are generally expected to meet all in-person work commitments even if they work fully remotely. For example, an employee who has relocated to Oregon and whose base office is Berkeley is responsible for their own expenses to travel to and from the Berkeley office, or court appearances in the Bay Area.

If, under applicable law, DRA is obligated to cover travel expenses for fully remote employees to their base office, either party may request to reopen this contract for purposes of negotiating the impacts of that change to both DRA and employees.

Necessary work-related travel to other locations—such as travel to a third location or travel to an office other than an employee's base office—shall be paid for or reimbursed by the Employer. For example, if an employee in Oregon, with Berkeley as their base office, is assigned to a case in New York that requires travel to New York, the Employer will pay for or reimburse those travel expenses. Similarly, if that employee is assigned to take a deposition in Arizona, the Employer will pay for or reimburse those travel expenses, as they would have if the employee were based in Berkeley or New York. Employees are expected to coordinate travel arrangements in accordance with DRA's travel expense policy.

## ARTICLE 8 – VACATION, HOLIDAYS, & LEAVE

### Section 1. Vacation Accrual and Use

Employees begin to earn and accrue vacation leave from the first day of employment, with the accrual rates based on the employee's length of service as set forth below.

New employees will be advanced five (5) vacation days immediately upon hire. They will begin accruing leave beginning with the ninth (9<sup>th</sup>) pay period following their hire date. Changes to accrual rates shall be effective the pay period that includes the employee's anniversary of their hire date. Current employees as of the date of ratification preserve all existing accrued leave balances for vacation sick time, and other accrued leave. Any accrued but unused block grant flex time leave balances shall be converted to vacation leave accruals six (6) months after adoption of this agreement.

<u>Length of Service:</u>	<u>Vacation:</u>
0 to 12 months	15 days per year
13 to 48 months	20 days per year
49 to 72 months	25 days per year
73+ months	30 days per year

For purposes of this Article a "day" is defined in Article 6 (Working Conditions) and "length of service" shall mean the Employee's current consecutive length of service plus 50% of the Employee's prior cumulative service, if applicable.

Vacation continues to accrue during paid time off. Vacation can accrue up to a maximum of 150% of the employee's annual accrual. Once this cap is reached, no further vacation will accrue until some vacation is used and the employee's accrued vacation time drops below 150% of the employee's annual accrual.

Part-time employees will be entitled to vacation leave accrued pro rata. Maximum vacation accrual allowed for such employees is a pro rata proportion of the full-time maximum.

At the Employer's discretion, employees may take (or be advanced) vacation before it is accrued. In such circumstances, a written request for an advance of vacation hours must be submitted to the employee's direct supervisor for approval in advance of the requested vacation period. Employees who terminate employment either voluntarily or involuntarily and have borrowed paid vacation time in advance of accrual will have the amount of the unearned advance deducted from their final paychecks to the extent permitted by law.

Reasonable advance notice of any requested vacation time off must be provided in writing to the employee's direct supervisor(s). Litigation assistants, paralegals, fellows, and attorneys must also provide such notice to their case supervisor(s). Requests for vacation time off will not be unreasonably denied. Approval of vacation requests will be subject to the operational needs of DRA.

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

Vacation time cannot be paid out in lieu of taking vacation time off during the term of employment; however accrued, but untaken, vacation time is paid out upon termination of employment at the employee's current pay rate. The amount paid is subject to payroll tax withholdings.

## **Section 2. Holidays**

### **A. Fixed Holidays**

DRA will observe the following days as office holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving Day and the Friday after
- December 24th
- December 25<sup>th</sup>

Winter Holiday: DRA's offices will be closed for any non-weekend days that fall from December 25 through January 1. Employees will receive paid holidays for those days.

DRA will observe early office closure (3:00PM local time) on the Friday before Memorial Day, the Friday before Labor Day, and the Wednesday before Thanksgiving.

Other than December 24<sup>th</sup> and December 25<sup>th</sup>, when any holiday listed above falls on a Sunday, the following Monday shall be observed as the holiday. Other than December 25<sup>th</sup> or New Year's Day, when any holiday listed above falls on a Saturday, the preceding Friday shall be observed as the holiday.

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

### **B. Floating Holidays**

Each employee will have three (3) floating holidays per calendar year, which may be used in conjunction with the following events:



- The Employee’s birthday or the birthday of a family member of the Employee
- The Employee’s personal anniversary
- The Employee’s work anniversary
- Any religious holiday
- Cultural, heritage, or civic engagement events or holidays

Employees will receive pay at their normal base rate for any floating holidays taken. However, employees will not be paid for any accrued but unused floating holidays upon termination of Employment. Nor shall floating holidays roll over from year to year.

If under applicable law, DRA is obligated to pay out for floating holidays either party may request to reopen this Article for purposes of negotiating the impacts to both DRA and Employees.

C. Holidays During Paid Leave

In the event that an employee is using accrued paid leave on an office holiday, that day will not be charged against the employee’s accrued sick leave or vacation leave time.

D. Work on Holidays

The Employer may require individual employees to work on a holiday. Non-exempt employees required to work on a holiday will be paid double their normal base rate of pay for all hours worked. If an exempt employee is required to work on a holiday, they will be allowed to take an alternate day off in lieu of the holiday within four (4) pay periods following the holiday worked.

E. Holidays During Leave Without Pay

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

**Section 3. Sick Leave**

A. Allowance

All full-time and part-time employees who work twenty (20) hours a week or more will be granted paid sick leave as of their first day of employment. Sick leave will be granted as a block at the start of each calendar year (or, in the case of a new hire, immediately) at the rate of twelve (12) days per year by employees who work at least twenty (20) hours per week and will be pro-rated for employees working less than twenty (20) hours per week. A maximum of ten (10) sick days can be carried over from year to year, up to a maximum total sick leave balance of twenty (20) days.

At the Employer’s discretion, employees may take (or be advanced) sick time before it is accrued.

## B. Compensation for Sick Leave

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

## C. Use of Sick Leave

Sick leave may be used as follows:

1. For medical, dental or vision appointments for the employee or their family members;
2. For preventive care;
3. For prenatal care or pregnancy-related conditions;
4. For personal illness or injury;
5. For personal mental health;
6. For care of a family member who is ill, injured or receiving medical care, treatment or diagnosis; or
7. For care or services related to domestic violence, sexual assault or stalking.

For purposes of this section, “family member” is defined as a child (defined to include biological, adopted, or foster children, stepchildren, legal wards, or children to whom the employee stands in loco parentis), a parent (defined to include biological, adoptive, or foster parents, stepparents, or legal guardians of an employee or the employee’s spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a domestic partner, a grandparent, a grandchild, or a sibling.

## D. Exempt employees

Exempt employees must only use sick time if they work less than five (5) hours on a given day.

## **Section 4. Medical, Disability, and Family Leave**

DRA operates in multiple states. In order to ensure compliance with laws and equity across the organization, DRA will apply the below provisions to all employees covered under this contract, regardless of the state in which they are located. In the event that California or New York law becomes more beneficial, either party may request to reopen this Article for purposes of negotiating the impacts of that change to both DRA and its employees. Should the below provisions provide less than what is required by an applicable state’s law, DRA will apply the law of that state to any impacted employee(s).

### A. Medical and Disability Leave

In any rolling twelve-month period, Employees are entitled to twenty (20) weeks of job-protected medical and disability leave, for a serious health condition, of which twelve (12) weeks will be fully paid leave time. This benefit shall be integrated with the employee’s state insurance benefit, if any, and short-term or long-term disability insurance. As set forth below, employees’ accrued leave balances will be integrated with any applicable insurance benefits. The combination of such payments shall not exceed 100% of the employee’s base salary.

Disability leave in excess of twenty (20) weeks will be evaluated on a case-by-case basis through the interactive process, which is detailed further in Article 9.

## B. Family Leave

Employees are entitled to twenty (20) weeks of job-protected, family leave in any rolling twelve (12) month period for the following events:

1. An employee can take Family Leave to care for a close family member with a serious health condition. Family members include those relations set forth in Section 3.C above.
2. Parents, including same-sex parents, can take job-protected, time off to bond with their newborn within the first twelve (12) months of the child's birth.
3. Adoptive parents, including same-sex parents, can take job-protected time off to bond with their newly adopted child within the first twelve (12) months of the child's adoption.
4. Foster parents, including same-sex parents, can take job-protected time off to bond with their newly fostered child within the first twelve (12) months of the child's placement.
5. If a spouse, domestic partner, child, or parent is on active service in a foreign country or has been notified of an impending call or order of active service to a foreign country.

This benefit shall be integrated with the employee's state insurance benefit, if any, and short-term or long-term disability insurance, if applicable, and DRA shall pay the difference totaling up to 100% of the salary for up to twelve (12) weeks of this leave. Employees are required to apply for both state insurance benefits (if applicable) and any DRA-sponsored short-term or long-term disability insurance (if applicable) to be eligible for this benefit. Employees may use sick or vacation time toward any unpaid portion of this leave as provided in Section 5 below.

Employees must have at least six (6) months of service with DRA in order to qualify for this benefit.

When the need for the leave is foreseeable, employees must submit a written request for leave at least thirty (30) working days' advance notice to Human Resources and the employee's direct supervisor. If thirty (30) working days' notice is not practicable, then employees should provide notice as soon as practicable. Requests for Family Leave under this section will not be unreasonably denied.

If the holiday falls while the employee is on Family Leave, the holiday pay is included in and counted toward the number of total weeks of paid salary that the employee is entitled to be paid under this section.

If an employee is using Family Leave intermittently and such leave falls on a holiday, they will not be required to use their intermittent Family Leave and will instead receive holiday pay for that day.

## **Section 5. Integration of benefits**

Employees who are on an approved job protected leave under this section shall be required to integrate their paid vacation accruals with any salary replacement benefits received under any applicable state- or DRA-paid insurance program. In the case of the employee's own illness or disability, they will also be required to integrate their paid sick leave balances with any such insurance benefits. In the case of the illness of an employee's family member, the employee may elect to integrate their paid sick time balance but will not be required to do so. Any industrial injury or disability insurance benefit payments shall be provided separately by the State/carrier. The sum of any applicable insurance benefits and paid leave benefits shall not exceed 100% of the employee's regular gross wages for the relevant period. Any employee entitled to state disability insurance (SDI) and/or paid family leave (PFL) benefits must apply for the payments (in order that the principle of integration may be applied) before paid leave benefits are payable.

If a holiday falls while an employee is receiving state or DRA-paid insurance benefits, paid holiday leave shall be used for purposes of leave integration on that date.

## **Section 6. Sabbatical Leave**

Paid sabbaticals may be granted in order to aid in the retention and rejuvenation of staff members who have made significant, long-term contributions to DRA. A regular employee shall be eligible to request a sabbatical of up to eight (8) weeks leave, with four (4) weeks paid, upon completion of six (6) consecutive years with DRA and after each five years of employment at DRA thereafter (i.e., eligible for sabbatical at 6 years, 11 years, etc.). Employees must request their sabbatical within twelve (12) months before or after becoming eligible for a sabbatical. Employees may only take their sabbatical beginning on or after their eligibility date. Any discretionary leaves of absence from DRA under Section 14 of this Article 8 will postpone an employee's eligibility for a sabbatical, unless otherwise provided by law.

Employees who voluntarily or involuntarily terminate employment prior to six (6) years of service are not entitled to any payment in lieu of a sabbatical. Likewise, there is no sabbatical entitlement (or cash payment in lieu of a sabbatical) made to voluntarily or involuntarily terminated employees who have completed six (6) years of service, but who have failed to take their sabbatical.

During this time, employees shall not have any responsibilities for work at DRA. Upon return from a sabbatical, DRA will reinstate the employee to the same position held before the leave began.

Employees' eligibility for sabbatical shall be calculated based on their continuous service with DRA, not on the date on which this benefit is implemented.

The first four (4) weeks of sabbatical leave will be paid at the regular rate of pay with no loss of benefits. If an employee wishes to extend their sabbatical for up to another four (4) weeks, employees must use the lesser of all their accrued vacation time or two (2) weeks of their accrued vacation to cover their additional time off. Employees, at their discretion, may use additional vacation leave to cover any remaining, unpaid portion of their sabbatical.

At the Employer's discretion, employees may extend the sabbatical leave with accrued vacation or any other leave. During the period of any unpaid leave, employees shall not accrue vacation leave benefits. However, employees shall continue to receive health, life, disability, and dental benefits per Article 11. DRA seniority calculation is unaffected by sabbatical leave.

Employees requesting sabbatical leave under this article must submit a written request to take sabbatical at least three (3) months in advance of the proposed starting date to their direct supervisor and the President & CEO and will be subject to their approval. The date of such leave shall be mutually agreed upon by the employee and Employer, but the employee's request shall not be unreasonably denied. Management may require employees to adjust the timing of their sabbatical leave to ensure adequate staffing to meet organizational needs. Sabbaticals may not be banked to combine with a subsequent sabbatical nor may they be stacked together such that an employee effectively takes a sixteen (16) week sabbatical.

When the leave is granted, a date for the end of the leave shall be set and the employee shall have the right to return to employment on that date, provided that the employee may return on an earlier date if approved by the Employer.

The layoff and recall provisions of this Agreement shall apply to regular status employees on sabbatical leave.

#### **Section 7. Bereavement Leave**

A full or part-time regular employee who suffers a death of a family member, including nontraditional families, will be given up to five (5) days of paid bereavement leave. Bereavement leave pay is calculated at the employee's normal rate of pay. Additional unpaid leave may be given upon approval of the Employer. In that circumstance, the employee may elect to use accrued vacation, sick leave, or leave without pay.

#### **Section 8. Jury Duty/Witness Leave**

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

## **Section 9. Victims of Crimes**

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

## **Section 10. Election Day**

Employees who are registered to vote and who do not have sufficient time to do so during non-working hours may take up to two (2) hours off with pay in order to vote on each official election day. The paid time will be taken at a time mutually agreed upon by the employee and their direct supervisor. Prior notice of at least one working day is required.

## **Section 11. Military Leave**

All military leave requests (including requests for military spouse leave or caregiving leave for a service member or veteran) shall be administered consistent with then applicable state and federal law.

## **Section 12. Educational/Daycare**

Employees who are parents, guardians or grandparents having custody of a child in a licensed day care facility, kindergarten or grades 1-12 will be granted up to forty (40) hours' time off without pay (except as provided below), per calendar year, but no more than eight (8) hours in any calendar month: (1) to participate in the activities of schools or licensed child daycare facilities attended by their children, (2) to enroll or visit a school or child care facility, or (3) to address a child care emergency. Non-Exempt (hourly) employees will be granted five (5) hours of paid time under this section per calendar year. Employees wishing to take time off for this purpose shall provide their direct supervisor and case supervisor (if applicable) with reasonable notice of the planned absence. Employees may use accrued vacation for the unpaid portion of time off under this section.

## **Section 13. Bar examination, Bar leave, and Professional Licensing**

Employees hired for attorney positions prior to passing the Bar Examination, shall be provided at least one (1) opportunity to take and pass the Bar Examination while they are employed with DRA. This provision only applies to the bar exam required for an employee's employment with DRA. Such employees shall be offered a total of fifteen (15) days of bar leave, with ten (10) to be paid, to prepare for and take the Bar Examination during the first available examination session after their date of hire. Employees may use accrued vacation time to cover the additional

five (5) days. The fifteen (15) days of leave shall encompass the dates of the Examination, and at least ten (10) days shall be prior to the dates of Examination.

Additionally, leave to prepare for and take other professional licensing examinations relevant to DRA's work may be granted at the discretion of the Employer.

Nothing in this section limits the Employee's ability to also use other leave as provided for in this Agreement.

#### **Section 14. Discretionary Unpaid Leaves**

A regular status employee may request an unpaid discretionary leave of absence by submitting a written request to the President & CEO stating the reason for the leave and the proposed duration. Leaves may be granted at the discretion of the Employer. If a discretionary leave is granted, a date shall be set for the end of the leave, and the employee shall have a right to return to employment on that date. If the employee's position is vacant, they may return on a date earlier than the established ending date provided prior approval of the President & CEO has been received.

Absent good cause, a regular status employee who does not return from a discretionary leave on the specified date and has not received the written approval of the President & CEO for an extension of leave shall be deemed to have resigned effective the day following the employee's scheduled return.

The layoff and recall provisions of this Agreement shall apply to regular status employees on discretionary leave. If the unpaid discretionary leave is longer than ninety (90) days, health plan, life, dental or disability contributions ordinarily made by the Employer may be made by the employee at their own expense to the extent permitted by the applicable plan and by federal law, COBRA.

## **ARTICLE 9 – NONDISCRIMINATION & INCLUSIVITY**

### **Section 1. Non-Discrimination Clause**

DRA prohibits discrimination based on race, color, immigration or citizenship status, creed, gender (including gender identity and gender expression), sex, pregnancy (including childbirth, breastfeeding or related medical conditions), denial of medical and family care leave or pregnancy disability leave, religion (including all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status or partnership status, age, national origin (includes language use restrictions and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, physical or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), sexual orientation, genetic information, military and veteran status, caregiver status, sexual and reproductive health decisions, status as a victim of domestic violence or status as a victim of sex offenses or stalking, or any other basis protected by federal, state or local law, ordinance or regulation. It also prohibits discrimination based on the perception that anyone has any of these characteristics, or is associated with a person who has or is perceived as having any of those characteristics. DRA commits to making the work facilities barrier-free and accessible for all applicants and employees in accordance with the law, and will make reasonable accommodations in accordance with the law, provided such accommodations do not constitute an undue hardship.

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

### **Section 2. Disability accommodations**

DRA will make reasonable accommodations for the known disability or medical condition of employees, unless undue hardship would result. Any employee with a disability is entitled to seek reasonable accommodations to enable that employee to satisfy the essential functions of a position. Nothing in this contract limits the ability of the Employer to provide disability-related accommodations.

#### **A. Interactive Process**

An employee may seek reasonable accommodation(s) by contacting Human Resources and employees are encouraged to be proactive when they believe they are in need of a reasonable accommodation. Any requested accommodation will be evaluated consistent with applicable federal, state, and local law.

When an employee requests a reasonable accommodation, or when the Employer becomes aware of the possible need for a reasonable accommodation, even if not specifically requested, the Employer will engage in a cooperative dialogue to assess the employee's disability-related



need(s), potential accommodations that may address the employee's needs (including alternatives to any requested accommodation), and any hardship(s) that a potential accommodation may pose for the Employer.

An employee may request that a union representative be included in their interactive process either for in-person meetings or correspondence related to the request.

Unless provided for a temporary disability of fixed duration, accommodations shall not expire or require renewal. However, DRA and the impacted employee may continue to engage in the interactive process to ensure the approved accommodation continues to meet the employee's needs.

#### B. Timelines for Providing Reasonable Accommodations

The Employer will confirm receipt of a request for reasonable accommodation in writing within two (2) business days of receipt by Human Resources or their designee.

If a meeting to discuss the requested reasonable accommodation and alternative possible accommodations is necessary, the Employer will schedule such a meeting within five (5) business days of receipt of the request. During such meeting, the parties will discuss a timeline for responding to the accommodation request.

If the Employer determines that it cannot provide any reasonable accommodation, such determination will be provided to the employee in writing along with an explanation of the Employer's reason for the determination.

For all timelines in this section, the Employer and Employee may mutually agree that more time is needed.

#### C. Presumptively Reasonable Accommodations

Requested accommodations are presumed to be reasonable. However, DRA retains the right to request documentation to support a request for an accommodation although DRA cannot require a specific type of documentation. The Employer may only request information that is necessary to evaluate how the accommodation would facilitate essential job functions.

DRA may rebut the presumptive reasonableness of a requested accommodation by establishing that (i) there is no accommodation that would enable the applicant or employee to perform the essential duties of the job; or (ii) the proposed accommodation would impose "undue hardship" on DRA; or (iii) the employee was offered and rejected a different accommodation that was reasonable.

### **Section 3. Chest/Breastfeeding**

An employee who is chest/breastfeeding an infant after returning to work shall receive break times to express milk during work hours. Employees may use paid break time for this purpose, and may use additional unpaid time as necessary.

The Employer will make a private room with a locking door (not a restroom) available for employees to express milk at its office facilities. This may include the employee's office or another private office that is not being used. The private room will have a comfortable chair, and an electrical outlet. Expressed milk can be stored in the office kitchen refrigerator. If at any time an employee is using the room for a purpose other than expressing milk, the space must be relinquished to an employee needing it for lactation.

#### **Section 4. Gender Transition**

Any employee who is transitioning may express their gender identity without fear of consequences, including through dress, grooming, or use of a new name or gender pronoun(s). Management will work with the employee to develop a support plan that lays out, as appropriate:

- Timing and process for informing colleagues, clients, co-counsel, and other necessary individuals;
- Timing for changes to:
  - identification and documentation (e.g. website, directory, business cards, office sign);
  - employee benefit plans and HR records and systems (e.g. payroll, retirement, insurance);
  - facility access (e.g. restroom keys, ID badge);
  - external professional information (e.g. bar and court registrations, ECF logins, DRBA);
- Employee benefits that are available to support the transition, including any anticipated time off or leave required for medical treatment;
- Anti-harassment planning; and
- Any other actions necessary to facilitate the employee's transition.

Management employees working with the impacted employee will not share information concerning the impacted employee(s) gender identity or transition except as may be necessary to implement any support plan or as otherwise authorized by the impacted employee(s).

All employees remain subject to the non-discrimination and anti-harassment policy contained in Section 1 above and the Employee Handbook.

## **ARTICLE 10 – PROFESSIONAL DEVELOPMENT & TRAINING**

### **Section 1. Organizational Commitment to Training, Mentorship and Professional Development**

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

Employees and their direct supervisors shall engage in regular dialogue about training needs. Managers and supervisors should encourage and recommend relevant and appropriate training and professional development opportunities to their supervisees.

### **Section 2. Job descriptions**

The Employer will provide each regular bargaining unit member a copy of their job description at the time of hiring. The parties recognize that the duties and responsibilities of positions may evolve and change over time. If substantial changes are contemplated, the Employer will notify the Union and affected bargaining unit members of the proposed changes, their proposed effective date, and the proposed change in the wage or job grade, if any. Should the Union wish to bargain over the proposed changes, the Union must make that request within five (5) business days following receipt of notice of the proposed changes. Should DRA seek to modify the terms of any existing job description, it will comply with any bargaining obligations that may exist prior to implementing such changes.

Job descriptions for each classification or title should be consistent and shall include the following information: (i) job title and salary classification; (ii) the manager or supervisor to whom the bargaining unit position reports; (iii) a description of the duties of the job; and (iv) the minimum and preferred qualifications for the position.

If a staff member believes that there have been substantial changes and increased responsibilities in their work duties warranting a review of their classification designation, the staff member may request that Human Resources conduct such a review and report their findings to the staff member's manager or supervisor.

### **Section 3. Professional Development and Mentorship**

No later than October 30, 2024, the Employer will implement a process by which employees can offer confidential feedback about fellow employees, including staff outside of the bargaining unit. Staff feedback to fellow employees, including staff outside of the bargaining unit, will be reviewed and anonymized by the person to whom each staff member reports.

Employees shall receive annual performance evaluations that contain constructive feedback and actionable guidance. As part of the process, a professional development plan will be developed with the purpose of enhancing the employee's professional knowledge, skills, and abilities, within their current job description. The professional development plan shall set forth training, practice, achievement, and similar goals relevant to the employee's work, including efforts

managers shall make to facilitate those goals (i.e. through case or task assignments), and shall be completed by supervisors or managers in consultation with the employee. In subsequent evaluations, the employee's progress towards meeting the professional development plan shall be evaluated and new performance objectives and/or professional development goals for the following year will be jointly prepared. The annual evaluation shall make note of the employee's comments. Supervisors will strive to, absent extenuating circumstances, ensure that employees not receive negative feedback on a particular issue for the first time during their annual performance evaluation.

If an evaluation may result in disciplinary or other adverse employment action being taken against an employee, the supervisor will notify the employee in advance of the evaluation or meeting and the employee may request that a union representative be present. The meeting will not be unreasonably delayed in order to accommodate this request.

In the event that an employee disagrees with the feedback in their annual evaluation, the employee may submit proposed revisions to their annual evaluation to HR within ten (10) working days of receiving their annual evaluation. The revisions must set forth in detail the particular aspects of the evaluation with which the employee disagrees and provide factual support. The response shall be attached to the annual evaluation and included in the employee's personnel file.

#### **Section 4. Access to Training and Conferences**

To the extent practicable, employees will be allowed to attend job-related professional development sessions, including continuing education courses for attorneys and paralegals where mandated by any state bar or paralegal association to which the attorney or paralegal is admitted, for the development of skills transferable to the employee's current position (or towards a new position within the organization), or where reasonably related to the performance of the Employee's duties, or where appropriate and necessary, during working hours. Employees shall notify their direct supervisor prior to participating in virtual training(s) during working time. All other training is subject to the approval of the Employee's direct supervisor. When considering professional development opportunities, employees must prioritize their time-sensitive DRA work and be sure to meet all work-related deadlines.

DRA shall provide employees \$500 a year to support professional development at the start of each fiscal year covered by this contract. These funds cover expenses directly related to employee participation in opportunities that develop skills transferable to the employee's current position, or towards a new position within the organization. These expenses may include tuition, registration fees, books and other supplies, travel, and per diem. Use of the funds must be preapproved by the employee's direct supervisor. Approval for training and payment/reimbursement of costs shall not be unreasonably withheld. In determining whether to approve training and use of training stipends, the employee's manager or supervisor will take into account the needs of the organization as well as the training and development needs of the employee.

Conferences or other activities are not subject to this stipend if the employee attends at the direction or on behalf of the Employer either as a presenter or representative for the Employer.

Employees hired after the beginning of the fiscal year will be eligible for a pro-rated allowance based on their date of hire.

Any remaining balance at the end of each fiscal year shall be rolled over into the Employee's professional development allocation for the following year, so long as the total available professional development funds do not exceed \$1000.

This benefit shall be prorated for employees working less than twenty (20) hours per week based on their FTE.

Employees may seek approval from their direct supervisors to exceed their professional development fund allocation; management may grant these requests at its discretion.

### **Section 5. Internal Promotions, Including Promotions to Management Positions**

When open positions become available, preference will be given to qualified internal applicants for promotion. "Preference" for purposes of this section means that any qualified internal applicants shall move directly to the interview stage of the hiring process. For purposes of this section, "qualified" means the employee meets the minimum qualifications for the position they are seeking. Nothing in this section guarantees that any employee shall be selected for a promotional position. Additionally, the Employer may, at its discretion, advertise a position internally only and choose to promote internal candidates without advertising to or accepting external applicants.

After completing one (1) year of legal work, the Litigation Assistant's work title will automatically become "Paralegal" provided the employee meets the requirements of California Business and Professions Code Section 6450. This title change will not automatically change the employee's job description or job responsibilities.

Any Paralegal with three (3) years' relevant experience shall assume the title and responsibilities of the Senior Paralegal position.

Any Staff Attorney who has six (6) years' relevant experience shall assume the title and responsibilities of the Senior Staff Attorney position.

Any Senior Staff Attorney with ten (10) or more years of civil rights litigation or equivalent experience is eligible for and may request to be considered for promotion to the Senior Counsel position. Such promotions may take place at any time, and requests for promotion must be considered and responded to within 30 days. During the 30-day consideration period, the Employee's direct supervisor shall meet with the Senior Staff Attorney who has requested consideration for promotion to Senior Counsel to discuss their eligibility and qualification for the promotion.

Upon request from an employee who has been denied a promotion, the Employer shall set forth the reasons for the denial in writing to the employee and/or the Shop Stewards (with the permission of the employee to disclose such reasons to the Shop Stewards) and provide information concerning the areas in need of improvement in order for them to be promoted. Such written explanation shall remain confidential, except to the extent that they become discoverable

in a subsequent grievance or arbitration proceeding. During subsequent employees' performance evaluations and periodically during check-ins, the direct supervisor shall review these criteria and provide feedback about whether the employee is on track to meet them or, if not, what steps they can take to meet them. An employee denied a promotional opportunity shall be eligible to be reviewed for said promotion again on their next employment anniversary date, at the latest.

The Nondiscrimination Policy (Article 9) shall apply to internal promotions.

### **Section 6. Professional Memberships – Payment of Dues and Fees**

The Employer will pay for membership fees for staff as follows:

- A. For attorneys: The Employer will pay for annual renewal state bar dues or fees, for any state in which the attorney is both (i) admitted and (ii) in which the Employer has directed the employee to do legal work while that work is ongoing. The Employer will also pay such admissions or annual fees as are required for admission to practice in district courts (e.g., C.D. Cal.), and for pro hac vice in those venues in which the attorney is appearing as counsel if not already admitted therein. The Employer will pay membership fees for attorneys for the Disability Rights Bar Association (DRBA). In its discretion, the Employer may also pay other licensing fees (e.g., notary licenses), bar section dues or fees and annual membership dues or fees for additional organizations, such as a local or county bar association or a professional association or other institution that has a direct bearing upon DRA's work, or that further the work, connections, knowledge, expertise, or presence of DRA in particular communities.
- B. For litigation assistants and paralegals: The Employer will pay for annual continuing education fees if required by the state in which the paralegal is working. In its discretion, the Employer may also pay for annual dues or fees for additional organizations per paralegal that further the employee's professional development and that has a direct bearing upon DRA's work, or that further the work, connections, knowledge, expertise, or presence of DRA in particular communities.
- C. For other non-attorney staff: In its discretion, the Employer will pay for professional licensing (e.g., notary licenses) and/or membership dues or fees for professional organizations that further the employee's professional development and that has a direct bearing upon DRA's work, or that further the work, connections, knowledge, expertise, or presence of DRA in particular communities.
- D. All requests for membership dues and fees must be submitted to the employee's manager or supervisor for approval.

## **ARTICLE 11 – EMPLOYEE INSURANCE BENEFITS & PLANS**

### **Section 1. Insurance Coverage**

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

The Employer will continue to maintain the same or similar level of coverage for the duration of this Agreement. The Employer shall provide notice of and an invitation to the Union to send two (2) designated bargaining unit members to an annual meeting with the Employer's management and insurance brokers prior to the open enrollment period. The Employer will consider staff feedback related to health, dental, vision, and other benefit plans modifications prior to open enrollment. The Employer and IFPTE Local 20 agree that this is not a bargaining space but for informational purposes only.

### **Section 2. Eligibility and Enrollment**

#### **A. Enrollment for New Employees**

New employees will receive information on the available plans from the Employer within the first three (3) days of employment. It is the responsibility of the employee to return completed application forms within the first two (2) weeks after the first day of employment. Failure to do so may result in delay of coverage.

For new employees, such insurance coverage shall take effect on the first day of the month following hire (e.g., if an employee is hired on April 15, 2023, their insurance benefits shall be effective May 1, 2023).

#### **B. Enrollment for New Dependents**

It is the employee's responsibility to enroll new dependents. Proof of qualifying relationship may be required. Failure to enroll dependents may result in delay of benefits.

#### **C. Open Enrollment**

The Employer will hold open enrollment for medical, dental, vision, disability, and life insurance annually (typically in June) and will announce the open enrollment period to staff as soon as practicable in advance.

Currently enrolled employees may only change insurance plans during open enrollment unless there is an otherwise qualifying event. Previously eligible employees who have waived benefit coverage for themselves and/or their dependents may enroll themselves and/or their dependents only during open enrollment unless there is an otherwise qualifying event. Employees will be notified about this limitation while onboarding.

### **Section 3. Medical Insurance**

The Employer shall provide medical coverage to all eligible employees and their dependents during the term of this agreement. The Employer shall cover one hundred percent (100%) of the premium cost of employee-only medical insurance coverage. The Employer shall cover fifty percent (50%) of the premium cost of dependent medical coverage, with the impacted employee covering the other fifty percent (50%).

The Employer's contributions towards medical insurance premium costs for employees working less than twenty (20) hours per week shall be pro-rated based on their Full Time Employment (FTE).

### **Section 4. Dental Insurance**

The Employer shall provide dental coverage to all eligible employees and their dependents during the term of this agreement. The Employer shall cover one hundred percent (100%) of the premium cost of employee-only dental insurance coverage. The Employer shall cover fifty percent (50%) of the premium cost of dependent dental coverage, with the impacted employee covering the other fifty percent (50%).

The Employer's contributions towards dental insurance premium costs for employees working less than twenty (20) hours per week shall be pro-rated based on their FTE.

### **Section 5. Vision Insurance**

The Employer shall provide vision coverage to all eligible employees and their dependents during the term of this agreement. The Employer shall cover one hundred percent (100%) of the premium cost of employee-only vision insurance coverage. The Employer shall cover fifty percent (50%) of the premium cost of dependent vision coverage, with the impacted employee covering the other fifty percent (50%).

The Employer's contributions towards vision insurance premium costs for employees working less than twenty (20) hours per week shall be pro-rated based on their FTE.

### **Section 6. Life/Accidental Death & Dismemberment (AD&D) Insurance**

The Employer shall provide life insurance coverage (including accidental death and dismemberment insurance) to all eligible employees in an amount equal to twice their annual salary up to a total of \$750,000. The Employer shall cover one hundred percent (100%) of the premium cost of this benefit.

The Employer's contributions towards life insurance premium costs for employees working less than twenty (20) hours per week shall be pro-rated based on their FTE.

Employees may elect to purchase additional life insurance coverage at their own expense, subject to any limits set forth in the plan documents.



### **Section 7. Short-term and Long-term Disability Insurance**

The Employer shall provide short-term and long-term disability insurance to all eligible employees. The Employer shall cover one hundred percent (100%) of the premium cost of such disability insurance. Any Employer-paid disability insurance benefits will be provided in conjunction with and not in addition to any state disability benefits to which employees may be entitled.

### **Section 8. Long-term Care Insurance**

The Employer shall provide long-term care insurance to all eligible employees. The Employer shall cover one hundred percent (100%) of the premium cost of such long-term care insurance. This benefit is only available to employees who work at least thirty (30) hours per week. Coverage may be purchased by eligible employees for themselves and/or their family members.

## **ARTICLE 12 – OTHER EMPLOYEE BENEFITS**

### **Section 1. Retirement Benefits**

The Employer shall maintain a 401(k) retirement savings plan.

#### **A. Eligibility**

Eligibility for 401(k) plan participation is governed by the plan documents but generally exclude (i) non-resident aliens<sup>1</sup>, (ii) employees under the age of 21, and (iii) temporary employees.

#### **B. Participation**

Eligible employees must opt into the 401(k) plan in order to participate. Employees will be given the opportunity to opt into the 401(k) plan no later than their fifth (5<sup>th</sup>) business day of employment, or may opt into the 401(k) plan thereafter by notifying HR.

Eligible employees who opt into the 401(k) plan will begin participating in the 401(k) plan on the first day of the month following their opting into the plan (e.g., if an employee opts in on April 15, 2023, their participation in the 401k plan shall be effective May 1, 2023).

#### **C. Employer Matching**

The Employer will match employee contributions up to four percent (4%) of an employee's salary up to any I.R.S. maximum. The Employer's matching contributions shall be made each pay period and shall vest immediately. Effective the first full pay period following amendment of the Employer's 401(k) plan documents, the Employer contribution will become automatic.

### **Section 2. Flexible Spending Accounts**

The Employer shall maintain the employee-funded, pre-tax flexible spending accounts (FSAs) for health care and dependent care that are in place as of the Effective Date of this Agreement, subject to applicable law. The maximum amount of income that Employees may direct to their own dependent and health care FSA account(s), and the uses for any FSA funds shall be determined by the terms of the FSAs and applicable I.R.S. rules and regulations.

DRA will hold open enrollment for FSA benefits annually toward the end of the year and will announce the open enrollment period to staff as soon as practicable in advance.

### **Section 3. Transportation-Commuter Benefits**

The Employer shall provide pre-tax transportation benefits to any Employees who will be commuting to the office during the year. Eligible Employees may elect to reduce their salaries and use pre-tax dollars to pay for transit passes and/or qualified parking up to the allowable

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<sup>1</sup> This is language pulled directly from the plan documents and is used for clarity's sake, however the Employer and the Union recognize this is problematic terminology.

limits for days they are commuting. Qualified parking means: (a) parking on or near the business premises of DRA; or (b) parking on or near a location from which employees commute to work via mass transit, a vanpool or carpool.

#### **Section 4. Professional Liability Insurance**

The Employer shall maintain malpractice insurance for DRA-affiliated work for all attorneys.

#### **Section 5. Technology Reimbursement**

DRA will reimburse employees who by necessity of their role use for work their cell phones (phone and/or data), or home internet. The reimbursement amount is a flat rate of \$125 per month. Under special circumstances, an employee's direct supervisor may need to recommend a higher reimbursement level than the flat rate to the President & CEO for approval. This special rate may extend to a specific time period such as when an employee is traveling for work or working offsite extensively, and then return to the flat rate for regular usage during normal months. This amount is not intended to fully reimburse staff for the full cost of such technology. These non-taxable reimbursements are provided to eligible employees based on the need for such services to work-related duties. DRA does not reimburse contract change or cancellation fees, carryover balances, late fees, insurance, games, or other miscellaneous cellular charges.

## **ARTICLE 13 – DEI COMMITTEE**

DRA will support and maintain a Diversity Equity and Inclusion Committee (DEI Committee). That Committee will maintain a Charter and Mission. Such support shall include providing informational materials about the DEI Committee in onboarding materials to new bargaining unit members and a designated member of DRA’s Executive Leadership team who is assigned to work with the DEI Committee as needed to maintain the DEI Committee’s membership and capacity to implement the DEI Committee’s objectives. In recognition of the importance of the DEI Committee’s work, DRA shall provide a billing code that committee members can use to document their time.

### **Section 1. Leadership**

The DEI Committee will be led by three Co-Chairs (one Manager and two Unit members), with the term of the Co-Chairs set by the DEI Committee Charter. Unit member co-chairs will be selected by the Unit but should endeavor to include representation of both exempt and non-exempt employees. The Co-Chairs will work together to set meeting agendas and facilitate meetings.

### **Section 2. Membership**

Committee membership will consist of any DRA employee interested in being a part of the DEI Committee.

### **Section 3. Responsibilities**

The DEI Committee will work to carry out the DEI goals and objectives identified in the Strategic Plan designed to bring about increased internal and external diversity, equity and inclusion. To advance its mission, the DEI Committee will, in addition to other matters, address the following:

- The Committee will facilitate trainings, create internal newsletters, and use other tools to increase DEI competency and awareness, reduce bias, and celebrate the diversity of DRA’s staff and clients.
- The Committee will identify areas for DEI-related growth or potential policy change at DRA and recommend solutions for consideration to the President & CEO.
- The Committee will assist with monitoring DRA’s progress towards and achieving DEI-related goals.
- The Committee will provide a forum for discussion on DEI issues that may arise.

The DEI Committee may expand the scope of its responsibilities consistent with the terms of its Charter and approved by the President & CEO.

Either of the Parties may request to reopen this Article within 60 days of DRA receiving the DEI Consultant report and providing it to the Union.

## **ARTICLE 14 – HEALTH, SAFETY, & WELLBEING**

Sections 1 and 3 below only apply to offices leased or owned by, or donated to, DRA, except as otherwise provided. Sections 2, 4, and 5 below apply to both offices leased or owned by, or donated to, DRA and to employees who work either hybrid or fully remotely.

### **Section 1. Health & Safety**

- A. The Employer will work with employees to provide a safe and healthful work environment. No employee shall be required to work under conditions which the employee has a reasonable, good-faith belief are injurious to their health. Any employee who is aware of such conditions, or any potential health or safety hazards, must immediately bring them to the attention of management. No employee will be subject to retaliation for reporting safety concerns to management.
- B. The Employer will comply with all applicable OSHA rules and state rules and regulations (Cal/OSHA, CDPH, etc.) concerning the workplace.
- C. In the event the Employer reports a workplace incident that results in a serious injury or illness, or death, to the Division of Occupational Safety and Health (Cal/OSHA) or other applicable state, federal, or local government agency, the Employer shall notify the Union in writing of the details of the report within one (1) business day of reporting to the applicable governmental agency.
- D. In the event of a public health/safety emergency that affects employee working conditions (e.g., pandemic, earthquake, flood, wildfire, extreme weather conditions, etc.), the Employer shall meet with the Union as soon as practicable over any negotiable changes to or impacts on employee safety and working conditions.

### **Section 2. Ergonomic Evaluation and Equipment**

- A. The Employer will provide an ergonomic evaluation to any employee who provides medical documentation supporting the need for such an evaluation. The Employer shall not refuse to provide ergonomic equipment recommended by the ergonomic evaluator or by an employee's doctor unless the Employer can demonstrate it would cause an undue burden or hardship. Requests for ergonomic equipment shall be considered on a case-by-case basis and may be reviewed through an interactive process consistent with the Employer's obligations under applicable state and federal law. Requests for ergonomic equipment shall not be unreasonably denied.
- B. Employees are encouraged to promptly report any case of ergonomic injury or any physical discomfort due to their work activities, job station, or tool design to HR or their designee.

### **Section 3. First-Aid and Emergency Response**

- A. First-aid supplies shall be located in clearly marked locations in all office locations. The location of the nearest medical facility shall be prominently displayed in each office location.

- B. The Employer will maintain a current emergency evacuation plan and will conduct regular practice evacuations. As a part of this evacuation plan, the Employer will maintain evacuation chairs for individuals who use wheelchairs. These evacuation chairs will be regularly maintained and all employees and contractors who work in the office either full time or on a hybrid basis will be trained on use and operation of the evacuation chairs.
- C. The Employer will keep an emergency preparedness backpack at each workstation that contains items including non-perishable food with any necessary opening devices; clean water; a battery-operated light source with extra batteries; duct tape; a whistle to signal for help; an N95 mask; and moist towelettes, garbage bags, and plastic ties for personal sanitation.

#### **Section 4. Safety Plans and Prevention**

If an employee notifies a representative of DRA management that they have been threatened by a visitor, contractor, or employee, or if they otherwise fear for their physical safety within the scope of their work, DRA management will respond and work with the employee(s) to create a safety plan within twenty-four (24) hours and disseminate the plan to all employees to which the plan applies. To the extent possible, DRA will respect the privacy and confidentiality of the employee who reports any such behavior.

This provision does not apply to situations that occur at the remote office of an employee who works a hybrid or fully remote schedule and the conduct or people involved are unrelated to the employee's work for DRA.

#### **Section 5. Privacy in the Workplace**

- A. Desktop and laptop computers issued to employees by DRA, and software licensed by DRA for use by employees and the content maintained therein, are property of the Employer and, as such, employees have a limited expectation of privacy with respect to such equipment. DRA may access and review electronic files, messages, mail, etc. for purposes of operations or casework and/or as part of an investigation into alleged misuse or violation of DRA policy or any law. All employees should be aware that some data can be retrieved even though it has been deleted.
- B. The Employer will not surveil or spy on employees through any means. The Employer will not track the location or movement of employees. Notwithstanding this provision's prohibition on tracking, the Employer is not prohibited from requesting information from Employees about their location for work-related purposes. The Employer will not install productivity monitoring software on employees' computers.
- C. Keystroke or screen monitoring technologies will not be installed or used on computers used by employees. Employees should use DRA-provided workplace technology and equipment primarily for work related purposes, but employees may from time to time need to use workplace technology and equipment for personal matters. Such occasional uses will not be considered violations of any work rule but such use must be consistent with all applicable DRA information technology policies. Employees must take reasonable steps to prevent security breaches resulting from their limited personal use of technological devices provided

to them by DRA and are responsible for any security breaches attributable to that personal use should they fail to take such reasonable steps.

- D. Except to the extent there is a direct conflict in the terms of this contract and the organization-wide social media policy, nothing in this section is intended to limit the applicability of, or supersede, DRA's social media policy set forth in its employee handbook.

## **ARTICLE 15 – SAVINGS CLAUSE**

If a provision of this Agreement is determined to be illegal or invalid as the result of any applicable local, state or federal law, only that portion of this Agreement shall be deemed invalid. Such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The parties shall promptly meet to negotiate a replacement for the invalid provision.

No policies or manuals promulgated by the Employer shall derogate or detract from the rights or benefits granted to the employees by express provisions of this Agreement.



## **ARTICLE 16 – MANAGEMENT RIGHTS**

### **Section 1.**

With the exception of the terms that are expressly provided in this agreement, the Employer retains all of the rights as an employer as it previously held, including without limitation the sole right to conduct its business, direct and control its operations, and to manage its affairs as it deems appropriate and implement decisions with respect to the operation and management of the organization. This includes, but is not limited to, the right to:

- plan, direct, control and determine all operations and services provided;
- determine DRA's goals, objectives and policies including determining or modifying the scope of DRA's functions and services, the size, number, location, and function of DRA's organizational units;
- determine its mission, purpose and content of any program, including supervising and directing staff and their activities as related to the conduct of DRA's mission, purpose, and business or affairs, including directing and supervising staff and the right to determine, within the scope of a job classification, duties and assignments;
- change, initiate or discontinue cases;
- hire, promote, transfer, and assign employees, including establishing the qualifications and conditions for employment and establishing job classifications;
- for just cause, terminate, demote, discharge, or suspend employees (and probationary staff without cause);
- expand or contract DRA's services generally, or any activity or function specifically, and determine of appropriate staffing levels, and including the right to lay off employees for lack of work or lack of adequate funding or other reasons permitted by law;
- determine the size of the work force and the individual duties of each member thereof, including what services and duties are performed and provided by staff and where and when they shall be performed;
- rearrange, discontinue, reorganize and/or combine departments and operations and to implement new programs, departments, methods, equipment or systems;
- reorganize, relocate, modify or eliminate existing programs, services, methods, equipment, facilities, including the right to discontinue operations in whole or in part
- determine hours of operation, including scheduling and assigning work (including overtime work);
- train personnel;
- make, revise, implement and enforce reasonable rules and regulations regarding the conduct of staff;
- to manage the budget, finances and allocation of resources of the organization; and
- make changes in its operations or methods as it determines necessary for efficiency and effectiveness.

This statement of specific rights will not be construed as a waiver of any other rights that have been previously held by the Employer.

This article, and the list of rights above, is not intended to limit the Employer's obligation to bargain with the Union over mandatory subjects of bargaining, including the impacts of Employer's exercise of these rights, nor does it waive the Union's right to argue that past practice applies.

**Section 2. Administration**

It is recognized that the Employer has the right to manage the overall organization and direct its staff as in its judgment it deems is proper, unless restricted by the express language of this Agreement.

**Section 3. Work By Supervisors, Other Non-Unit Staff and Others**

It is fully understood that the Employer's supervisors are "working" supervisors. Managers, supervisors, other non-unit staff (including, but not limited to, temporary, casual, and contractual staff), and other non-staff shall be permitted to perform any work (including work otherwise performed by staff in the bargaining unit) for the operation of the Employer's business.

The Employer will not assign work to non-bargaining Unit employees that has the purpose of eroding the Bargaining Unit.

**Section 4. No Waiver of Management Rights**

The failure of the Employer to exercise any function, power or right reserved or retained by it, or the exercise of any power, function or right in a particular manner, shall not be deemed a waiver of the right of the Employer to exercise such power, function, authority or right, or to preclude the Employer from exercising such right in some other manner, so long as it does not conflict with an express provision of this Agreement.

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## **ARTICLE 17– TERM OF AGREEMENT**

This Agreement shall be effective October 12, 2023 through October 11, 2026. Either party may give formal notice of its desire to commence negotiations for a successor agreement, unless otherwise mutually agreed. Bargaining for a new agreement will begin on a date that is mutually agreed by the parties, but is not later than July 1, 2026.

ENGINEERS & SCIENTISTS OF  
NORTHERN CALIFORNIA, IFPTE LOCAL  
20 (AFL CIO CLC):



JOHN MADER, EXECUTIVE BOARD  
PRESIDENT

10/27/23

DATE



MAGGIE TA, UNION REPRESENTATIVE

10/18/2023

DATE



TORIE ATKINSON, SENIOR STAFF  
ATTORNEY

10/16/23

DATE




JOSHUA PETERSON, PARALEGAL

10/17/2023

DATE

DISABILITY RIGHTS ADVOCATES:



REBECCA WILLIFORD, PRESIDENT &  
CEO

10/16/2023

DATE



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MADELEINE REICHMAN, STAFF  
ATTORNEY

10/17/2023  
DATE



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MEREDITH J. WEAVER, SENIOR STAFF  
ATTORNEY

10/17/2023  
DATE

## **APPENDIX A: CLASSIFICATIONS WITHIN THE BARGAINING UNIT**

### Litigation Support staff

- Litigation Assistant
- Paralegal
- Senior Paralegal

### Attorney staff

- Fellow
- Staff Attorney
- Senior Staff Attorney
- Senior Counsel

### Operations staff

- Development & Communications Manager
- Bookkeeper

## APPENDIX B: WAGES

### Section 1. Attorney and Fellow Wages

#### A. Wage Schedule

The following wage scale shall apply to Attorneys and Fellows during the Term of this Agreement:

<b>Seniority (Years)</b>	<b>2023 Salary</b>	<b>2024 Salary</b>	<b>2025 Salary</b>	<b>2026 Salary</b>
1	\$85,000	\$85,000	\$87,550.00	\$88,425.50
2	\$90,000	\$90,000	\$92,700.00	\$93,627.00
3	\$92,000	\$98,440	\$101,393.20	\$102,407.13
4	\$100,000	\$107,000	\$110,210.00	\$111,312.10
5	\$105,000	\$112,350	\$115,720.50	\$116,877.71
6	\$110,000	\$117,700	\$121,231.00	\$122,443.31
7	\$115,000	\$123,050	\$126,741.50	\$128,008.92
8	\$120,000	\$128,400	\$132,252.00	\$133,574.52
9	\$130,000	\$139,100	\$143,273.00	\$144,705.73
10	\$140,000	\$149,800	\$154,294.00	\$155,836.94
11	\$150,000	\$159,000	\$163,770.00	\$165,407.70
12	N/A	\$163,770	\$168,683.10	\$170,369.93
13	N/A	\$168,683	\$173,743.49	\$175,480.92
14	N/A	\$173,743	\$178,955.29	\$180,744.84
15	N/A	\$178,955	\$184,323.65	\$186,166.89

B. Calculation of Seniority

For all Attorneys and Fellows, seniority shall be based on an employee’s year of graduation from law school.

C. Timing of Pay Increases

1. Effective the first full pay period following ratification of this Agreement by the Union and adoption by the Board of Directors, the 2023 annual salary scale will take effect.
2. All Staff Attorneys, Senior Staff Attorneys, and Senior Counsel (except Fellows who recently became Staff Attorneys) will move to the next step on the applicable scale year effective February 1 of each calendar year.
3. All Fellows will move to the next step on the applicable scale year effective the first pay period of the month that includes the anniversary of their hire date.
  - a. Notwithstanding paragraph 2 above, if a Fellow is hired as a Staff Attorney, they will move to the next step scale on the following scale year upon their promotion to Staff Attorney and will not further move up the step scale in the February 1 immediately following that promotion.
  - b. For example, a 2020 graduate hired on September 20, 2020 would be assigned step 1 on the 2020 scale upon hire and move up to step 2 on the 2021 scale on September 1, 2021. If hired as a staff attorney, the employee would move up to step 3 on the 2023 scale on September 1, 2022. On February 1, 2023, the staff attorney would remain on step 3 of the 2023 scale without a further pay increase until February 1, 2024, when they would move up to step 4 on the 2024 scale year.
4. All attorneys who are at the highest step of the salary scale shall receive a 2% wage increase on February 1, as applicable, up to a maximum of 20 years of service.

**Section 2. Litigation Support Wages**

A. Wage Schedule

The following wage scale shall apply to Litigation Assistants, Paralegals, and Senior Paralegals during the Term of this Agreement.

<b>Seniority (Years)</b>	<b>2023–2024 Hourly Rate (Annual)</b>	<b>2025 Hourly Rate (Annual)</b>	<b>2026 Hourly Rate (Annual)</b>
1	\$34.13 (\$70,990.40)	\$35.15 (\$73,120.11)	\$35.51 (\$73,851.31)



2	\$35.83 (\$74,526.40)	\$36.90 (\$76,762.19)	\$37.27 (\$77,529.81)
3	\$37.63 (\$78,270.40)	\$38.76 (\$80,618.51)	\$39.15 (\$81,424.70)
4	\$39.52 (\$82,201.60)	\$40.71 (\$84,667.65)	\$41.11 (\$85,514.32)
5	\$40.69 (\$84,635.20)	\$41.91 (\$87,174.26)	\$42.33 (\$88,046.00)
6	\$41.92 (\$87,193.60)	\$43.18 (\$89,809.41)	\$43.61 (\$90,707.50)
7	\$43.16 (\$89,772.80)	\$44.45 (\$92,465.98)	\$44.90 (\$93,390.64)
8	\$44.47 (\$92,497.60)	\$45.80 (\$95,272.53)	\$46.26 (\$96,225.25)
9	\$45.80 (\$95,264.00)	\$47.17 (\$98,121.92)	\$47.65 (\$99,103.14)
10	\$47.17 (\$98,113.00)	\$48.59 (\$101,057.01)	\$49.07 (\$102,067.58)

B. Calculation of Seniority

Seniority shall be determined based on years of relevant work experience.

1. Relevant experience and placement on the step scale will be determined by the Employer based on reviewing the job description for the position and the employee's resume and work experience. Relevant experience of six months or more shall be rounded up. For example, a Senior Paralegal with 4.8 years of experience shall be placed at Step 5 on the salary scale.
2. The Employer shall give the Union written notice of the salary step in which the Employer has placed the new hire, together with a copy of the new hire's resume or job application. If the Union wishes to discuss and consult with the Employer concerning the assigned salary step, the Union shall notify the Employer within two (2) days of the Employer's notice or a mutually agreed upon date. All such discussions shall be confidential. After discussion and consultation, the final decision as to the prospective employee's new step assignment shall rest with the Employer.

C. Timing of Pay Increases

1. Effective the first full pay period following ratification of this Agreement by the Union and adoption by the Board of Directors, the 2023 annual salary scale will take effect.
2. All Litigation Assistants, Paralegals, and Senior Paralegals will move to the next step on the applicable scale year effective on the employee's employment anniversary.

Those who are at the highest step of the salary scale shall receive a 2% wage increase on their anniversary date, as applicable, up to a maximum of 20 years of service.

**Section 3. Development and Communications Manager Wages**

A. Wage Schedule

The following wage scale shall apply to the Development and Communications Manager during the Term of this Agreement.

<b>Seniority (Years)</b>	<b>2023–2024 Annual Salary</b>	<b>2025 Annual Salary</b>	<b>2026 Annual Salary</b>
1	\$74,000	\$76,220.00	\$76,982.20
2	\$76,220	\$78,506.60	\$79,291.67
3	\$78,507	\$80,862.21	\$81,670.83
4	\$80,862	\$83,287.86	\$84,120.74
5	\$83,288	\$85,786.64	\$86,644.51
6	\$85,786	\$88,359.58	\$89,243.18
7	\$88,360	\$91,010.80	\$91,920.91
8	\$91,010	\$93,740.30	\$94,677.70
9	\$93,741	\$96,553.23	\$97,518.76
10	\$96,553	\$99,449.59	\$100,444.09

B. Calculation of Seniority

Seniority shall be determined based on years of relevant work experience.

1. Relevant experience and placement on the step scale will be determined by the Employer based on reviewing the job description for the position and the employee’s resume and work experience. Relevant experience of six months or more shall be rounded up.
2. The Employer shall give the Union written notice of the salary step in which the Employer has placed the new hire, together with a copy of the new hire's resume or job

application. If the Union wishes to discuss and consult with the Employer concerning the assigned salary step, the Union shall notify the Employer within two (2) days of the Employer's notice or a mutually agreed upon date. All such discussions shall be confidential. After discussion and consultation, the final decision as to the prospective employee's new step assignment shall rest with the Employer.

C. Timing of Pay Increases

1. Effective the first full pay period following ratification of this Agreement by the Union and adoption by the Board of Directors, the 2023 annual salary scale will take effect.
2. The Development and Communications Manager will move to the next step on the applicable salary scale year effective on their employment anniversary. If at the highest step of the salary scale, the Development and Communications Manager shall receive a 2% wage increase on their anniversary date, as applicable, up to a maximum of 20 years of service.