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# **AGREEMENT**

**BETWEEN**

**BET TZEDEK LEGAL SERVICES**

**AND**

**BET TZEDEK LEGAL SERVICES UNION**

**JANUARY 1, 1995**

**THROUGH**

**DECEMBER 31, 1997**

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## **ARTICLE 1 - RECOGNITION**

The Employer individually recognizes the Union as the sole and exclusive collective bargaining agent for its employees. All provisions of this Agreement shall pertain to all employees covered by this Agreement unless otherwise specifically noted.

The bargaining unit shall be comprised of all Bet Tzedek employees, excluding all supervisors and confidential employees.

The Union shall include all employees who normally work one-half ( $\frac{1}{2}$ ) or more of the regular workweek, and shall exclude all other part-time employees. Temporary employees are included only to the extent provided for in specific provisions of the Agreement.

## **ARTICLE 2 - UNION SECURITY**

### **A. Employees**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall retain membership in the Union for the duration of said Agreement. Good standing shall be defined as timely payment of regular dues uniformly applied to all members.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirty-first (31st) calendar day following the beginning of such employment, either join the Union and remain members of said Union for the duration of said Agreement, or pay a service fee to the Union equal to ninety-five percent of Union dues for the duration of said Agreement.

The Employer shall discharge an employee at the expiration of fourteen (14) calendar days following receipt of written notice from the Union that the employee has failed to complete or maintain membership in good standing in the Union, or has failed to authorize a service fee payroll deduction to the Union, unless the employee has corrected the deficiency and the Employer is so notified within the fourteen (14) days.

**B. Indemnification Clause**

The Union agrees to indemnify and hold the employer harmless from any liabilities of any nature which may arise as a result of the dues check off application of the provisions of the Union Security Article of this Agreement.

**ARTICLE 3 - UNION DUES CHECK OFF**

Regular Union dues and initiation fees (but not fines, or assessments of any kind) shall be deducted monthly by the Employer upon written authorization of any employee covered by this Agreement.

**ARTICLE 4 - NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of Union membership or activity, race, color, creed, sex, sexual orientation, national origin, political beliefs, age, religion, or disability, as provided by law.

**ARTICLE 5 - POSTING OF JOB OPENINGS**

**A. Bargaining Unit Openings**

The Employer will post notices of vacancies, promotional opportunities and new jobs on any position in the bargaining unit, with a copy to the Union prior to the solicitation of any applications or the interview of any applicants for such jobs. All such notices shall state that the job is a Union position, and shall include the exact department, salary range, and whether the position is time-limited, part-time, or temporary. The Employer will notify the eligible employees on lay-off of such job opportunities. Recruiting may proceed once the Union is notified. However, the Employer may temporarily fill the job for a period of sixty (60) days until an

acceptable person is awarded the job. The period may be extended by mutual agreement between the parties.

If no acceptable application is received from any employee within five (5) days after such posting, the Employer may hire from any source.

In the case of transfers in the same classification or on temporary jobs of less than thirty (30) days duration, no posting shall be required.

It is intended that the job posting procedure be faithfully adhered to by the Employer.

#### **B. Non-Bargaining Unit Openings**

Except when extraordinary circumstances prevail, the Employer will make a good faith effort to post non-bargaining unit jobs, and will give consideration to all applications from bargaining unit personnel. The employer may decide in its sole discretion whom it hires under this Section.

### **ARTICLE 6 - ESTABLISHING NEW CLASSIFICATIONS**

Whenever the Employer intends to establish a new classification or parts of existing job descriptions are consolidated wherein bargaining unit work is performed, it shall notify the Union in writing at least five (5) working days prior to posting.

The Employer shall have the right to establish the wage rate applicable to the new job. The Union shall have a right to grieve the wage rate. Job duties shall be assigned by the Employer.

The Employer agrees not to be arbitrary, capricious or discriminatory in establishing new wage rates.

## **ARTICLE 7 - NOTICE TO UNION OF EMPLOYEE STATUS**

At the time a new employee is hired in a classification covered by this Agreement, the Employer shall give to the Union President, or in the President's absence, to the Vice President, written notice of the employee's name, date of hire and job classification.

Whenever any employee covered by this Agreement is reclassified or has his status changed for any reason, the Employer shall give the Union, as provided above, written notice of the employee's new classification and new salary. At the time of hire, the new employee shall be given a copy of the Union contract and any additional appropriate materials supplied by the Union.

## **ARTICLE 8 - RIGHT OF ACCESS**

The Union may have access to the premises for meetings outside of regular working time, after clearing for such meetings with such person as management shall designate.

## **ARTICLE 9 - TEMPORARY AND PART-TIME EMPLOYEES**

### **A. Temporary Employees**

Temporary employees may be hired only to substitute for regular employees on vacation, sick leave, or leave of absence, except as provided in the next two paragraphs. Six months temporary employment shall be the maximum period unless the union, management and the employee agree to extend the temporary employment, but in no case can an employee work temporarily more than one year.

Temporary employees can be employed for a period of one year if said employment is for the purpose of staffing experimental programs, special programs or filling in for someone on a leave of absence that will last up to one year.

Temporary employees may be hired, with prior notification to the Union, to do work to reduce a backlog, which shall be defined as a temporary, not regularly recurring excess of work, provided that any qualified regular employee on a layoff will first be offered the temporary work. No non-bargaining unit personnel will be hired for the purpose of performing bargaining unit work if to do so would cause or continue the layoff of a bargaining unit employee, or would preclude the establishment on a permanent basis of a new bargaining unit classification, or would infringe on a permanent basis upon work traditionally done by employees in that bargaining unit. The employer agrees to meet and confer immediately with the Union upon request if there is any question with respect to compliance with this provision.

All temporary employees shall receive the same rate of pay as permanent employees for job classifications under the terms of this Agreement.

The employer shall give preferred consideration to temporary employees in filling any jobs of a permanent type for which they may qualify. Any temporary employee that is made permanent shall have his or her time as a temporary employee considered as time worked under this agreement.

Temporary employees shall not be entitled to any fringe benefits, except sick leave, holidays and, for temporary employees who have worked more than six consecutive months, vacation. These benefits shall be pro rated if the temporary employee is a part-time employee. Temporary employees shall not accrue seniority for any purposes.

#### **B. Part-Time Employees**

Part-time employees may be hired for those positions that are less than full-time. When vacancies occur in permanent full-time positions or where new positions are created, consideration shall be given to regular employees on layoff, then permanent part-time employees and thereafter to temporary employees who shall apply for such positions.

Regular part-time employees working a one-half (½) or more regularly scheduled workweek will be entitled to pro rated sick leave, holiday and vacation benefits as provided in this contract, and full medical, dental and disability insurance and pension benefits.

When a part-time employee becomes full-time, he or she will accrue seniority on a pro rated basis.

## **ARTICLE 10 - TIME-LIMITED EMPLOYEES**

**A. Time-limited employees are those (1) who are hired for special programs for which there is no assurance of ongoing funding beyond the period for which the funds are obtained, and (2) who regularly during the term of this agreement work over fifty percent (50%) of their time on such program(s). Individuals in this category who do not have all of the normal required qualifications for a classification must have special qualifications applicable to the program.**

**B. Upon written request, the Union shall be supplied any information concerning time-limited grants which is relevant to the Union's administration of this Agreement.**

**C. It is the Employer's intention to continue to provide existing contract benefits to time-limited employees, except in the instances where provisions of specific grants either do not permit or do not provide funding to allow for such continuation. The Employer will make a good faith effort with the grantor to try and accomplish the purposes herein. The Employer will provide notice to the Union of such cases within seventy-two (72) hours after receiving the grant.**

**The terms of the grant shall determine whether or not time-limited employees receive paid overtime or compensatory time in lieu thereof.**

**D. Time-limited employees shall be advised at time of hire of their time-limited status and the terms of such a program.**

**E. In the event of layoff, time-limited employees will be laid off in order of seniority. They shall have bumping rights in their own program. If they have been employed within a time-limited program for twenty-five (25) months or more they shall have the right to bump into other time-limited programs and/or core programs, provided that these employees have the necessary skills and ability to perform the job and need only basic job orientation. Time-limited employees are eligible for severance pay only if those employees have been employed by the Employer for 37 months or more.**

**F. If a permanent employee goes into a time-limited job, such employee shall retain all of his or her seniority rights for all purposes as of the date of becoming a time-limited employee. A core employee previously transferred to a time-limited program prior to the date hereof, shall continue to accrue seniority rights while a time-limited employee.**

G. If during the term of this Agreement the Employer has given the Union written notice pursuant to Section C of this Article and the parties have not been able to reach agreement within 30 days of such notice, the Union may, at any time, reopen this Agreement on Article 10 only by giving written notice to the Employer of its intention to reopen. If there is a reopener under this Section, the parties shall commence negotiations promptly. If no agreement is reached within 30 days after the giving of notice, the provisions of Article 15, Section C of this agreement shall be waived.

H. In any negotiations under this Article, the Employer's representatives shall be determined by the Employer with adequate notification to the Union.

#### **ARTICLE 11 - PARKING**

The Employer shall provide free parking to employees. If adequate parking space becomes unavailable, the employer shall immediately notify the Union and, upon request, shall bargain concerning modification of this Article.

#### **ARTICLE 12 - PAYMENT TO BENEFICIARY**

In the event of the death of an employee, the Employer shall pay accumulated wages, vacation pay and any other employee benefits theretofore accrued to the beneficiary or to the estate of the deceased.

#### **ARTICLE 13 - EMPLOYEE EVALUATIONS**

It is recognized that evaluation is a continuing process and takes place both formally and informally. There shall be a formal evaluation of performance and competence of regular employees at the end of their probationary periods and within thirty (30) days after the end of each employment year thereafter or program year where applicable. Bargaining unit employees who perform any supervisory functions with respect to other bargaining unit employees shall fully

cooperate with management in doing performance evaluations of such employees. Nothing contained in this provision shall require an evaluating employee to sign an evaluation with which he or she disagrees, nor shall he or she be required to recommend or endorse any disciplinary action. The process of evaluation shall include among other things the following elements:

- A. Oral discussion between employee and supervisor up to the point where they agree that the employee's performance and competence have been thoroughly reviewed.
- B. The evaluation shall be put in writing and shall include the employee's statement and signature. A copy of the evaluation is to be given to the employee.
- C. In the event the employee does not agree with the evaluation he or she may request a review by the Executive Director, and if the employee does not agree with his or her decision, by the Personnel Committee of the Employer. If none agree with the employee, he or she may file a statement of exception which shall become part of the employee's personnel record. If demotion or dismissal results from the evaluation, he or she shall have the right to invoke the processes of Article 14.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **A. Definition**

A grievance shall be defined as any dispute concerning wages, hours or working conditions or their application or interpretation. However, only questions of the application or interpretation of specific provisions of this Agreement shall be subject to the arbitration provisions hereof.

### **B. Union Representation**

An employee may choose to be represented by the Union at any step of the grievance procedure, and at any meeting or interview with the employer at which the employee has reasonable cause to believe disciplinary action may result. If the employee chooses not to be represented by the Union in the processing of a grievance, a representative of the Union shall have the right to be present as an observer at any formal meeting with said employee.

### **C. Informal Procedure**

It is the parties' intention that serious, good faith attempts shall be made to resolve all disputes arising in connection with this Agreement on an informal basis. Therefore, the first step of the grievance procedure shall be direct discussions between the employee and his or her supervisor. Informal discussions should include all individuals thought by either party as necessary or useful to the resolution of the problem.

### **D. Formal Grievance Procedure**

1. Notwithstanding the informal procedures set out above, all formal grievances must be served in writing on the other party within ten (10) working days of the time the employee knew or reasonably should have known of the occurrence which gave rise to the dispute, or the grievance will be null and void.

2. The Personnel Director shall serve as the recipient for all formal grievances filed by employees or by the Union.

3. Within ten (10) working days of receipt of the grievance, the person(s) designated by the Employer shall meet with the grievant to discuss the grievance. If the grievance is not settled at that time, the Employer's designee shall provide a response to the grievance in writing within five (5) working days.

4. The Union may in writing request arbitration within fifteen (15) working days of the conclusion of the formal grievance procedure.

### **E. Arbitration**

1. Within ten (10) working days of the Employer's receipt of the Union's request to proceed to arbitration, the Union and the Employer's designated representatives will meet for purposes of selecting an arbitrator.

2. If the respective parties cannot mutually agree upon the selection of an arbitrator they will request a list of five arbitrators from the American Arbitration Association. Upon receipt of the list of five arbitrators the parties shall alternately each strike a name from the list until one (1) name remains. Said individual shall be selected as the impartial arbitrator. The party requesting arbitration shall strike first.

3. The arbitrator's decision shall be final and binding on the parties, and any affected employees whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) calendar days after the close of the arbitration or the filing of briefs, if any, whichever is later.

4. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms and conditions of this agreement.

5. The fees of the arbitrator shall be borne equally by the parties.

#### **F. General Provisions**

1. The specific time limits for filing and processing grievances and requests for arbitration are set forth above in this Article. If the time limits for a grievance response are exceeded by the Employer, the grievance shall be considered denied on the last day the response could have been timely made.

2. Any time limit contained in this Article may be extended only by written, mutual agreement of the Union and the Employer.

3. Related grievances may be consolidated at the request of either party.

4. Grievance meetings provided for herein shall be joint meetings at which both the grievant and the Employer's designated management representative shall be present.

5. Both parties shall have access to the grievance arbitration procedure.

6. Fifteen (15) working days prior to a scheduled arbitration proceeding, the Parties may meet to discuss a proposed issue statement for the arbitration, and shall share documents and witness lists relevant to the case. Documents not shared at that time or witnesses not noticed (other than for rebuttal documents or witnesses) will be barred from the subsequent proceeding, except upon a showing that the document or testimony in question has been newly discovered or other good cause shown.

## **ARTICLE 15 - MUTUAL OBLIGATIONS**

### **A. Employer Rules**

The Union and its members agree to observe all rules not inconsistent with the Agreement which are promulgated by the Employer and further agree to maintain discipline and to respect the rights and prerogatives of the Employer and its representatives. All members of the Union shall perform the work to which they may be assigned conscientiously and with due regard to the interest of the employer.

### **B. Management Rights**

Management rights shall include, but not be limited to, the right to hire, promote, maintain discipline and efficiency, assign or lay off personnel, and specify or assign work requirements and overtime. The Employer shall have the right to discharge or discipline for cause, subject to the provisions of the Agreement. Work processes, methods, routing and scheduling of work are the Employer's prerogative exclusively and the Union and its members agree that they will cooperate therewith.

There shall be no limitation on the Employer's right to transfer employees in the same grade or classification for the purpose of achieving efficiency, whether related to layoffs or regular employment.

Except as provided in Article 34, the Employer will not assign to non-bargaining unit personnel any specific duties that historically have been performed by bargaining unit personnel. Nothing in this clause shall prohibit management employees from temporarily assisting in the performance of such duties if and when assistance with those duties becomes necessary.

The management rights referenced in this Article are to be exercised consistently with the specific provisions of this Agreement.

### **C. No Strikes**

The parties to this Agreement intend to provide a stabilized relationship and to insure uninterrupted operations during the life of this Agreement. For that reason, it is agreed that during the term of this Agreement, there shall be no strikes, lockouts, slow downs, work stoppages, or other forms of job action by either party hereto or by any of the employees covered hereunder.

**D. Union Officers**

The Employer shall give due consideration to the Union officers in the carrying out of their duties. Any request by the Union for a reduction in hours and/or assignments for these officers shall be subject to immediate negotiation between the parties as to such hours and/or assignments and compensation, but in no event shall the employer be obliged to suffer any financial hardship as a result of such activity.

**E. Bulletin Boards**

A bulletin board shall be provided at each worksite which shall clearly indicate that the material placed thereon represents the views of the Union.

**F. Miscellaneous Provisions**

The Union and all employees covered by this Agreement agree that they will:

1. Cooperate with all rules, regulations and policies promulgated by the Employer not inconsistent with the terms of this Agreement.
2. Comply with all rules, regulations and policies promulgated by the Employer not inconsistent with the terms of this Agreement.
3. Officers and Members of the Union, during working hours, shall only use the minimum amount of time required for the handling and processing of grievances or matters other than those related to the collective Bargaining Agreement. Every effort will be made, when possible, not to disrupt or interfere with the work function of the Employer.
4. Not solicit Union members, Union dues, or engage in other Union activities on the Employer's premises during working time.

**G. Charitable Contributions**

All charitable contributions by employees shall be on a voluntary basis.

#### **H. Employer Required Medical Examination**

When an applicant or employee is required by the Employer to take any kind of medical examination as a condition of initial employment, or as a condition of accepting a job in a different classification, or as required by law, the expense shall be borne by the Employer. The Employer shall have the right to select the examiner.

#### **I. Membership in Professional Organizations**

No employee shall be required to join any organization except those job-related professional organizations paid for by the Employer.

#### **J. Security at Work Sites**

The Employer will provide reasonable security at all work sites.

### **ARTICLE 16 - OUTSIDE EMPLOYMENT**

Employees will notify the Employer of any outside employment that is in conflict with their employment obligations or with the role of the employer. Employees shall sign an annual conflict of interest statement prepared by the Employer and approved by the Union and the Employer's Board of Directors.

### **ARTICLE 17 - PERSONNEL FILES**

A. Any employee, or his or her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time the employee was hired.

B. An employee shall be advised of, and entitled to read, any written statement regarding his or her work performance or conduct if such statement is to be placed

in his or her personnel file. Upon request, the employee will be given a copy of any such statement, and shall have the right to have his or her written response, if any, placed in the file.

C. The employee shall acknowledge that he or she has read such material by affixing his or her signature on the copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed, but does not necessarily indicate agreement with its content. If the employee refuses to sign, the management representative shall note said refusal, and the copy will be filed accompanied by a signature of another management representative witnessing the employee's refusal to sign.

D. Neither the employee nor the Union may file a grievance regarding any such document unless such document is used to support disciplinary action, such a demotion, disciplinary transfer, suspension or termination. In that event, any grievance filed because of a disciplinary action shall be deemed to also include a grievance over all documents used in support of such action.

E. All written statements regarding an employee's work performance or conduct placed in his or her personnel file will be removed upon the request of the employee after twelve (12) months unless the matters raised therein have been incorporated into the employee's next two (2) succeeding performance evaluations. In that case, it shall be removed twelve (12) months following the date of the most recent prior evaluation provided the statement regarding the same problem has not been placed in the file during the proceeding twelve (12) months.

F. Employees seeking to place relevant material in their personnel files shall provide the material to the custodian of the personnel file who shall place the material in the employee's files in a timely manner and upon request issue a receipt to the employee.

## **ARTICLE 18 - PROBATION**

For newly-hired attorneys, paralegals and other professionals, the full probationary period shall be nine (9) months. For all other newly-hired employees, the full probationary period shall be six (6) months.

Regular employees shall not acquire seniority rights during the probationary period of employment, but if continued in employment after the probationary period of employment, their seniority shall commence from the date of hiring as a regular employee.

Employees shall be notified in writing of completion of their probationary period.

The period of probation may be extended only by express agreement of the employee and the Employer. Probationary employees shall be given a written evaluation not later than two-thirds of the way through their probationary period. If such evaluation is not given, the probationary period may not be extended. Before extending the probationary period, the Employer will notify the employee in writing, at least five (5) days before the probation period would have ended, with a copy to the Union, of the area(s) where improved performance is needed. The probation period may not be extended for more than sixty (60) days for attorneys, paralegals and other professionals, and thirty (30) days for all other employees.

An employee may be dismissed by the Employer at any time within the probationary period, usual or extended, without showing cause, and such employee shall not have access to the grievance and arbitration procedure. However, when a probationary employee has cause to believe that an employee-employer conference or meeting may result in a termination action, said employee may request to be accompanied by a Union representative.

## **ARTICLE 19 - REST PERIODS**

All full-time employees shall be allowed two (2) fifteen-minute paid rest periods each day.

## **ARTICLE 20 - SENIORITY**

### **A. Definition**

Seniority shall be defined as an employee's continuous length of employment with the Employer.

## **B. Application of Seniority**

### **1. Layoff**

In situations requiring layoffs due to lack of funds or lack of work, such layoffs shall be on the basis of seniority within the affected classification, with the least senior employee laid off first, provided the remaining employees have the necessary skills and ability to perform the available work without additional training other than the basic job orientation. However, an employee may not use any seniority acquired in a non-professional classification in asserting any layoff, bumping or recall rights in a professional classification. Where seniority is equal, priority shall be determined by lot.

- a. Notwithstanding any other provision in this section the Employer shall give to the Union 50 days notice if the Union President or Vice President is to be laid off.

### **2. Bumping**

An employee to be laid off may, at his or her discretion, displace on a seniority basis the most junior employee in a lateral classification, if such a person exists, or, if not, in the next lower classification where such a person exists, provided that he or she has the necessary skills and ability to perform the work without additional training other than basic job orientation or has performed the work previously.

However, part-time employees shall not have the right to bump employees who normally work a greater number of hours. An employee must exercise his or her bumping rights within five (5) working days of personal notice that she or he is subject to layoff.

When an employee bumps to a lower classification, he or she shall be paid at her or his existing salary rate, as long as it falls within the range of the new classification but in no event more than the maximum of the new range.

### **3. Recall**

As work becomes available, at the discretion of the employer, and employees are to be recalled, those on layoff shall be recalled to work in the classification from which they were laid off on the basis of seniority. It is understood that the laid off employee should have the necessary skill and ability to perform the work available without additional training other than basic job orientation. The rate of pay shall be within the rate range of the job to which the employee is being recalled. No

new employee shall be hired to perform work which is within the classification of an employee on layoff, except as otherwise provided herein.

#### **4. Promotion**

Senior employees shall be given consideration for any promotion to a higher classification; however, the final judgment in the promotion shall rest solely with the Employer. But if the senior employee who applies is not promoted, upon his or her request the employee will be told why he or she was not promoted.

Any employee permanently transferred to a higher rated job classification thereafter shall be paid a promotional increase, and shall receive no less than the minimum rate for the new classification. After such transfer the employee shall have the appropriate probationary period for the new job, whether the job is in or out of the bargaining unit. If the employee does not pass probation, he or she shall have the right to exercise his or her bumping rights as defined in Paragraph 2, Section B of this Article.

In the event any employee who in the judgment of the Employer would have been promoted, is frozen in his or her position for the good of the Employer, such employee shall be given the promotional increase provided for in this section.

#### **5. Individual Reclassification**

If an employee is working as an Attorney I or an Attorney II, the Employer shall meet with the employee at least once every two years to discuss the scope and sophistication of the employee's work, and shall at that time consider moving the employee to a higher job classification, depending on whether or not such a reclassification is appropriate.

#### **C. Accrual of Seniority/Loss of Seniority**

Employees shall accrue seniority from date of last hire of employment with the Employer. Seniority shall continue to accrue during periods of approved leave of absence, but no seniority shall accrue while the employee is on layoff. Seniority shall be accrued pro rata for part-time employees.

An employee shall lose his or her seniority for any of the following reasons:

1. If the employee leaves, quits, or is discharged for cause;
2. If the employee fails to return to work after the period of authorized leave of absence;

3. If the employee has been laid off and fails to report with ten (10) working days after being notified to report for work, provided that if his or her failure to report for work is based upon reasons satisfactory to the Employer, the employee shall lose his or her seniority only as to the specific vacancy for which such employee failed to report;
4. Failure of any employee on layoff to respond within ten (10) working days to an inquiry that is made by the Employer by certified mail as to the employee's desire to retain his or her seniority. The employee's response shall be made as specifically requested by the Employer;
5. If the layoff extends beyond one year, provided that if the Employer, in its sole discretion, recalls an employee who has been on layoff for less than two (2) years, such employee shall not lose his or her seniority.

#### **D. Seniority Lists**

The Employer shall post seniority lists at twelve (12) month intervals from the effective date of the Agreement. The Union shall be provided with a copy of each list. The lists shall include each employee's name, classification and hire date.

Within fourteen (14) days of posting, any employee who believes an error exists in the posted seniority list shall bring the problem to the attention of the Employer and seek correction.

#### **E. Transfers Into Bargaining Unit**

An employee who has worked for the Employer in a position not covered by this Agreement and who is transferred into a position covered by the Agreement shall retain his or her seniority when transferred.

#### **F. Notice of Layoffs**

On all major reductions in force, the Employer shall give notice to the Union in writing sixty (60) days in advance thereof, provided the Employer has such information sixty (60) days in advance, and immediately upon acquiring such information if it is less than sixty (60) days before the reduction. On individual layoffs, including those which are part of a major reduction in force, employees and the Union shall be given notice thirty (30) days in advance of the layoff date, where practical.

### **G. Bargaining Obligation**

When a position covered by this Agreement is eliminated for reasons of promotion, reclassification, reorganization, layoff or cutback, upon request, the Employer will negotiate over impact on remaining employees in the classification or department, where applicable.

## **ARTICLE 21 - TERMINATION (DISMISSALS, RESIGNATIONS, SEVERANCE, DISMISSAL PAY AND RETIREMENT)**

### **A. General Provisions**

The Employer and the Union agree that just cause remains the standard in all disciplinary actions. After the employee has completed probation, dismissal shall be only for just cause except for layoff or reductions in force, including those caused by retrenchment or reorganization, which are to be implemented consistent with Article 20, and excluding dismissals of temporary employees, who may be dismissed at any time with or without cause. The Union shall be notified of layoffs and dismissals at the same time as any notices being given to the affected employees. An employee unjustly dismissed shall be entitled to reinstatement with back pay and other benefits accrued prior to and during dismissal, except as otherwise limited by the grievance procedure. When the Employer has a reasonable basis to believe that an employee has committed one or more acts of dishonesty, insubordination, malfeasance, gross or willful misconduct, gross negligence or substance abuse, the Employer may suspend said employee without pay for up to a thirty (30) day period, while conducting an investigation. If the charges are determined to be unfounded, the Employee shall be made whole.

### **B. Progressive Discipline**

The Employer believes in the principle of progressive discipline, except where the situation warrants immediate action, including termination.

Except in situations where immediate action, including termination, is warranted, before any disciplinary action is taken, employees shall be advised of what is expected of them, and the potential consequences if the employee does not conform. The disciplinary actions shall reflect the nature of the infraction, conduct or job performance involved. Dismissals for disciplinary actions (other than temporary or probationary employees) shall be for just cause only. The Employer

and the Union agree, however, that the Employer is in no way mandated to use a system of oral warning, written warning and suspension prior to termination.

### **C. Dismissal Notice and Pay**

When an employee is dismissed for just cause other than dishonesty, insubordination, malfeasance, gross or willful misconduct, gross negligence or substance abuse, the Employer shall give the employee two (2) weeks written notice (one (1) month written notice for professionals) of dismissal or pay in lieu thereof. If the just cause is substance abuse, the employee shall be entitled to a medical leave of absence (or, at the Employer's discretion, may be continued on the job) if the employee enters an approved employee assistance program.

If the employee refuses to attend or does not successfully complete the program, or if after completion of the program the employee again engages in substance abuse, this is grounds for immediate dismissal without further notice.

A regular employee about to be dismissed as the result of retrenchment or reorganization, shall be given the same notice as is set forth in Article 20 F of this Agreement. After such notice has been given, in the event the employee obtains a position for which he or she must report earlier, the Employer will permit the employee to leave prior to the expiration of the notice, provided that the employee has given five (5) working days' notice to the Employer, with severance pay to be computed as of the actual date of leaving. The Employer may assist the employee in obtaining another job through time off and in any other way feasible within the limitations of program needs.

### **D. Resignation Notice**

In cases of voluntary resignation, the Employer shall be entitled to one (1) month's notice from professional workers, and two (2) weeks' notice from clerical and other workers, unless the employee has worked less than six (6) months in which case one (1) week's notice is sufficient.

### **E. General Severance Provisions**

Except as provided below, no severance pay shall be paid in any case to employees who qualify for benefits under the Employer's disability insurance program. There shall be no severance pay for employees who retire or are eligible for normal retirement under the Employer's retirement program, for employees who voluntarily terminate their employment, for employees who are dismissed for just

cause, for employees who do not complete their probationary period, for temporary employees, or for time-limited employees (except in accordance with the provisions of Article 10 (E)). All other employees are eligible for severance upon termination.

All mutual terminations shall be by written agreement and such agreement shall provide that the agreement may be revoked by the employee within three business days following the execution of the agreement, that the agreement shall not be effective until the expiration of such revocation period, and that the employee has the right to consult with a Union representative regarding termination. Where termination is by mutual agreement, the amount of severance pay, if any, shall be in an amount mutually agreed to between the employee and the Employer in the written agreement. Termination by mutual agreement as used herein refers only to resignations requested by the Employer and acceded to by the employee.

Severance pay, in accordance with the applicable normal severance schedule shall be payable to any employee with more than two (2) years' tenure who shall be forced to leave the service of the Employer as a result of a permanent and total disability which is defined as physical or mental illness which totally and permanently incapacitates him or her for further service. The application for severance pay under these circumstances must be certified by a doctor selected by the Employer.

#### F. Severance Pay

Excluding all time-limited employees, all employees eligible for severance who were hired before February 1, 1994, shall receive severance pay, at the rate of pay being received at the time of termination, in accord with the following schedule:

1 to 2 years of employment - one (1) week's pay for each full year of employment or major portion thereof.

3 to 4 years of employment - two (2) weeks' pay for each full year of employment or major portion thereof.

5 or more years of employment - three (3) weeks' pay for each full year of employment or major portion thereof.

Maximum severance pay - twenty-six (26) weeks.

All time-limited employees eligible for severance (as provided in Article 10) and all other employees eligible for severance who were hired on or after February 1,

1994, shall receive severance pay, at the rate of pay being received at the time of termination, in accord with the following schedule:

1 to 5 years of employment - one (1) week's pay for each full year of employment or major portion thereof.

6 or more years of employment - two (2) weeks' pay for each full year of employment or major portion thereof.

Maximum severance pay - twenty (20) weeks.

#### G. Vacation Pay Upon Termination

At time of termination, employees with over six (6) months of service shall be entitled to accumulated vacation pay upon a pro rated basis for all vacation time to which they are entitled in accordance with Article 32 (E), but have not used, provided that, if such termination is the result of the employee's resignation, the employee shall not be entitled to accrued vacation pay unless he or she gives the Employer proper notice of his or her resignation in accordance with the provisions of this Article.

#### H. Unused Sick Leave at Termination

At retirement, or at the time of termination, if the employee is immediately eligible to receive Employer pension payments (except termination for just cause) an employee shall be paid for one-half of his or her accumulate sick leave.

### **ARTICLE 22 - HOURS AND OVERTIME**

#### A. Dinner Allowance

When overtime is worked for at least two (2) hours and is concluded after 7:00 p.m., employees shall be eligible to receive a dinner allowance. For overtime worked other than on a regular workday, employees shall be eligible to be reimbursed for meals as follows: A lunch allowance if work is from before 11:00 a.m. to after 1:00 p.m.; a dinner allowance if work is concluded after 7:00 p.m. When overtime is worked in a place other than the regular office after regular

office hours, dinner money shall be paid to that employee except in the case where dinner is provided.

The meal allowance shall be up to \$4.75 for breakfast, up to \$11.00 for lunch and up to \$14.00 for dinner.

#### **B. Mileage**

When an employee is required to use his or her own personal car for purposes as directed by the Employer, the Employer shall reimburse the employee for mileage at the standard mileage rate allowed by the Internal Revenue Service, i.e., for 1995, twenty-nine cents (\$.29) per mile. No reimbursement shall be made for commuting between an employee residence and his or her regular work location as defined by the Internal Revenue Code. Documentation and request for payment will be in accordance with the Employer's expense reimbursement guidelines.

Employees who are directed to work at multiple locations, except for those hired to work at multiple locations, shall be eligible for mileage for the excess distance between their regular work location and other work locations.

#### **C. Call Back Pay**

Employees shall be guaranteed a minimum call of four (4) paid hours when called upon to work on a day outside of the regular workweek; in such cases, when required, the employees shall report for work for the hours thus guaranteed.

#### **D. Regular Workweek**

The basic workweek for employees shall be thirty-seven and one-half (37½) hours.

#### **E. Flex Time**

A four (4) day workweek and/or a flex time schedule may be implemented upon mutual agreement by the Employer, Union and employees affected. Specific working hours shall be posted by the Employer.

**F. No Excessive Hours**

No employee covered by this agreement shall be required to work excessive hours on an ongoing basis.

**G. Overtime for Non-Professionals**

1. All time worked by non-professional employees beyond seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week, shall be considered overtime, except that time lost during the workday shall be applied against approved overtime or deducted from earned salary.

2. Overtime shall be paid to non-professional employees at the rate of one and one-half (1½) times the regular rate of pay.

3. Non-professional employees required to work on a Sunday which is not regularly scheduled as a working day for the employee shall be paid double time for all hours worked.

4. Guaranteed minimum call for special unscheduled work shall be four (4) hours' pay at the non-professional employee's rate of pay, computed in accordance with other provisions of this Article.

**H. Compensatory Time for Professionals**

**1. Earning of Compensatory Time**

No approval shall be necessary to earn/work compensatory time.

Compensatory time will be earned on an hour-for-hour basis in one-quarter (¼) hour increments.

**2. Accrual of Compensatory Time**

Compensatory time may accrue to a maximum of 75 hours.

Full-time employees -- maximum accrual of 75 hours.

Part-time employees -- maximum accrual of two of the employee's standard work weeks.

Notwithstanding the above accrual schedule, compensatory time may accrue to a maximum of three work weeks (112.5 hours for full-time employees) once an employee gives written notice of an expected Family and Medical Leave pursuant to the first paragraph of Article 29(A), or a Bar Leave pursuant to Article 29(I). Any accrued compensatory time over 75 hours may be used only for the leave for which the employee gave written notice, and shall not be payable upon termination of employment.

Accrued compensatory time may be carried over from year to year.

A maximum of two weeks (75 hours for full-time employees) accrued compensatory time will be paid at termination whenever proper (30 days) notice is given, or in cases of involuntary termination.

### 3. Annual Use of Compensatory Time

Compensatory time may be used to a maximum of 112.5 hours annually.

Full-time employees -- maximum use of 112.5 hours annually.

Part-time employees -- maximum use of three of the employee's standard work weeks annually.

### 4. Approval of Compensatory Time

The use of compensatory time will be approved during vacation or during other approved leaves of absence.

Compensatory time may be taken by the employee at a time approved by the Employer. If operational needs preclude approving an employee's requested time off, the Employer shall offer a reasonable adjustment to the employee.

Approval and notice procedures:

1. Notice of five business days in advance to take 2 days or less.
2. Notice of thirty calendar days in advance to take 3 - 10 days.
3. Consideration will be given to emergency requests.

## **ARTICLE 23 - WAGES**

All eligible permanent or time-limited employees who were on the payroll at any time from January 1, 1995 through June 30, 1995, shall receive a wage increase of five and one-half percent (5½%) of their existing wage rate. This wage increase shall be applied retroactively to all wages paid for hours worked from January 1, 1995 through July 31, 1995, and shall be implemented no later than July 31, 1995.

A temporary employee shall receive the retroactive wage increase described above if he or she 1) was an employee of the Employer within 30 days of the ratification of this Agreement, and 2) has worked for over six consecutive months for the Employer.

In addition, all eligible employees on the payroll on January 1, 1996, shall receive at that time a wage increase of three and one-half percent (3½%) of their then-existing wage rate.

This agreement is subject to a wage reopener and, accordingly, the provisions of this article shall not be effective beyond June 30, 1996. During 1996, the parties will negotiate regarding wages only, attempting in good faith to reach an agreement on wages which would be effective from July 1, 1996, through the balance of the contract term. If, as of July 1, 1996, the parties have not reached an agreement regarding wages in those negotiations, the provisions of Article 15, Section C of this Agreement shall no longer be in force.

The wage ranges for 1995 are set forth in Exhibit A attached. Those ranges will be increased by three and one-half percent (3½%) effective January 1, 1996.

## **ARTICLE 24 - WAGE DIFFERENTIAL / WORKING OUT OF CLASSIFICATION**

No employee shall suffer a reduction in rate of pay as a result of temporary assignment to a lower rated job.

An employee temporarily assigned to work in a higher classification shall be paid the minimum rate in such classification, provided that to be eligible for such increased rate, the employee must work the equivalent of three (3) full days in any calendar week in the higher classification, or any three consecutive full days in the higher classification. If the minimum rate for the higher classification is less than

six percent (6%) more than the employee's regular rate of pay, the employee shall receive a six percent (6%) increase.

## **ARTICLE 25 - CONFERENCE AND INSTITUTE LEAVE AND LICENSING/STAFF DEVELOPMENT**

Time off with pay may be allowed for attendance at conferences and institutes. At least partial expenses should be provided by the Employer. Half time off with pay may be allowed at the discretion of the Employer to enable an employee to attend courses. This Section shall be equitably administered within classifications covered by this Agreement. Where the Employer requires attendance at any conference, institute or course, full expense shall be paid by the Employer.

Where the Employer requires a license or certificate for continued employment after an employee has been hired, the Employer will pay the minimum cost required to renew or maintain the license or certificate, including the minimum cost of any courses needed to renew or maintain such license or certificate, and will grant time off with pay to attend such courses at Employer discretion.

If the Employer requires an employee to be licensed or certified, such costs shall be borne by the Employer.

## **ARTICLE 26 - HOLIDAYS**

### **A. Recognized Holidays**

Holidays for employees shall be as follows, and employees shall be given the day off without deduction in pay on the following holidays:

#### Jewish Holidays

Rosh Hashanah (2 days)  
Yom Kippur  
Succot (2 days)  
Shemini Atzeret  
Simchat Torah  
Pesach (first 2 and last 2 days)  
Shavout (2 days)

#### Legal Holidays

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

## **B. General Provisions**

Except as otherwise provided in this Article, when the foregoing holidays are worked and any other holidays granted by the Employer with pay are worked, non-professional employees will be paid straight time plus time and one-half and professional employees shall accrue compensatory time in accord with Article 22(H). Should a non-professional employee be required to work on a Sunday that is also a Jewish Holiday under this Agreement, he or she shall receive straight time plus time and one-half.

If any of the above-specified legal holidays falls on Saturday, a compensating day off with pay will be selected by management. If the holidays fall on Sunday, the following Monday shall be considered as a holiday if thus publicly observed, in which case the above holiday provisions shall prevail.

In order to be eligible for holiday pay, the employee must work or be excused from work on the employee's last scheduled workday before and the first scheduled workday after the holiday. Employees shall not be eligible for holiday pay for holidays which occur during an unpaid leave of absence.

## **ARTICLE 27 - INSURANCE**

### **A. Hospital and Medical Insurance**

All employees who desire hospital and medical insurance shall be covered by the Employer under a Jewish Federation Council plan upon the first day of the month following the completion of thirty (30) calendar days of employment.

Effective August 1, 1995, for all eligible employees the Employer will pay the cost of Kaiser Plan A or Health Net Plan A2, for the term of the Agreement. In addition, for all eligible employees with dependents who choose to have their dependents covered, the employer will pay 60% of the cost of Kaiser Plan A or Health Net Plan A2 for such dependents, for the term of the Agreement. The remainder of the cost of such dependent coverage will be borne by the employee.

The employer shall make one medical insurance payment after an employee is terminated. The Employer agrees that it shall not cause a reduction in overall benefits under the plan and further agrees to give the Union as much advance notice as is reasonably practical before changing insurance carriers or making any

changes in benefits, and no such changes shall be made except by mutual agreement of both parties, provided that if the Federation Council plan is terminated by the insurance carrier, the Union shall be given immediate notice thereof, and the parties shall meet to agree upon a new plan. If no agreement is reached, the Employer may select a new plan, which shall not have lesser overall benefits than the canceled plan.

#### **B. Dental Insurance**

Effective August 1, 1995, all eligible employees who desire a group dental insurance program will be covered by the Employer. The Employer will pay the cost of coverage for employees, which does not include yearly deductible. However, in no event will the Employer pay more than the expense of the Cigna plan. In addition, for all eligible employees with dependents who choose to have their dependents covered, the employer will pay 60% of the cost of the Cigna Plan for such dependents for the term of the Agreement. The remainder of the cost for such dependent coverage will be borne by the employee. No changes shall be made in the dental insurance plan except by mutual agreement of both parties, provided that, if the dental insurance is terminated by the insurance carrier, the other party shall be given immediate notice thereof, and the parties shall meet to agree upon a new plan. If no agreement is reached, the Employer may select a new plan, which shall not have lesser overall benefits than the canceled plan.

#### **C. Disability Insurance Plan**

All employees will be covered under a disability insurance plan and the full cost of the plan will be paid by the Employer. The Employer will pay such cost for the employee up to the amount of salary covered under the Federation Council Plan.

## **ARTICLE 28 - JURY PAY**

When an employee is called for jury duty, the employee shall receive full pay for up to ten (10) working days. Employee keeps jury pay received from the Government. Employees must notify the Employer promptly (i.e., within three (3) working days after receipt of notice) when they are called for jury service in order to give the Employer an opportunity to have the employee's dates of jury service revised so as to least interfere with the Employer's operations. If the employee fails to give the Employer prompt notice that he or she was called for jury service, the employee shall not be entitled to jury pay under this provision.

## **ARTICLE 29 - LEAVES OF ABSENCE**

### **A. Extended Leave (Family and Medical Leave)**

Extended leave is, subject to the provisions of this Article 29, limited to:

- a. valid medical reasons of the employee;
- b. health and family care issues of maternity, paternity, adoption (preschool age children);
- c. serious health condition of the employee's child;
- d. serious health condition of an employee's spouse/domestic partner, parent, grandparent, brother or sister; or
- e. serious health condition of a family member residing with the employee whose illness results in a dependency need for care from the employee.

Employees eligible for extended leave shall be entitled to extended leave without loss of seniority on the following basis:

Those with six months to one year of employment shall be entitled to three months extended leave.

Those with one year to three years of employment shall be entitled to six months extended leave.

Those with three years of employment or more shall be entitled to one year extended leave.

Extended leave pursuant to Article 29(A) shall be unpaid, except that any employee taking such leave may elect to be paid, as specified below, through use of accumulated sick, vacation, and compensatory time during such leave pursuant to the policies set forth in Articles 22, 31, and 32 of this Agreement.

An employee on extended leave for (1) valid medical reasons of the employee, (2) health and family care issues of maternity, paternity, adoption (preschool age children), or (3) a serious health condition of the employee's child, spouse/domestic partner or parent, may elect first to use any paid sick leave accrued by the employee. Such employee may elect, by prior written notice to the Employer, to thereafter use any or all accrued vacation and compensatory time.

An employee on extended leave for all other reasons must use all accrued vacation including accrued hours in the vacation "bank", except for one week at the employee's discretion, and all accrued compensatory time. After an employee on extended leave for reasons other than (1) valid medical reasons of the employee, (2) health and family care issues of maternity, paternity, adoption (preschool age children), or (3) a serious health condition of the employee's child, spouse/domestic partner or parent, uses all such accrued vacation and compensatory hours, he or she may elect by written notice to the Employer to use any accrued sick leave.

Extended leave must be requested in writing with as much reasonable notice as possible. If the reason for the leave is foreseeable, at least 30 days notice should be given to the Employer. At least six weeks written notice is required for an extended maternity or paternity leave.

An employee requesting an extended leave for a serious health condition may be asked to provide to the Employer a written verification from an appropriate medical provider stating the commencement date of the illness or condition, an estimate of time needed for care of the individual and/or the reasonably anticipated duration of the serious health condition.

When an employee returns from an extended leave, he or she shall return at the pay rate he or she was receiving at the time such leave commenced plus any general wage increases that were given during the time of this extended leave. However, an employee must give at least five (5) days notice to the Employer prior to returning from an extended leave.

If an employee is not able to return to work at the end of an extended leave, he or she is deemed to have resigned.

During the time an employee is on extended leave, the Employer shall make no contributions on his or her behalf, except that, the Employer shall continue to pay

medical insurance premiums for employees while they are on an extended leave for valid medical reasons up to a maximum of four (4) monthly payments starting from the time the leave commences.

An extended leave may be further extended beyond the time limits set for the above only upon mutual agreement of the Employer and the employee involved.

When an extended leave is granted for maternity reasons, the leave shall commence on the date requested by the employee, but in no event later than the date designated by her physician.

#### **B. Bereavement Leave**

A leave of absence without loss of pay of three (3) calendar days exclusive of the employee's Sabbath or other religious holidays which extend the bereavement period shall be granted in the event of a death in the immediate family (parent, spouse, domestic partner, child, brother, sister, or in-laws or step-relatives listed in the next paragraph provided such in-laws or step-relatives reside in the employee's home). Such leave may be extended without loss of pay if such time is needed due to reasons of religious conviction, subject to request from the employee.

A leave of absence without loss of pay of one (1) calendar day shall be granted so an employee may attend the funeral in the event of the death of the employee's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law, or step mother, step father, step brother, step sister or step child, or household member. Such leave may be extended up to a total of three (3) calendar days without loss of pay if such time is needed to make arrangements for the funeral or to travel to attend the funeral, subject to request from the employee. Such leave may also be extended without loss of pay if such time is needed due to reasons of religious conviction, subject to request from the employee.

#### **C. Military Leave**

A leave of absence without pay shall be granted to any employee who enters the military service of the United States. Upon return from such leave, the employee shall be entitled to all benefits provided by law. Seniority shall continue during the term of the leave and the employee shall return to work at the wage scale which he or she would have been receiving had no leave been taken.

**D. Union Business Leave**

A leave of absence for a reasonable period of time for Union activity shall be granted to an employee upon the request of the Union, provided that no more than one (1) employee at a time shall be granted such leave.

**E. Mutual Benefit Leave**

The Employer may, at its discretion, grant a leave which the parties jointly agree is for the mutual benefit of the Employer and the employee involved. When such mutual benefit leave is granted, seniority shall continue during the term of the leave and the employee shall return to work at the wage scale which he or she would have been receiving had no leave been taken. The Employer, however, shall not make any contributions on behalf of the employee while the employee is on such leave.

**F. Discretionary Leave**

The Employer may, at its sole discretion, grant a leave of absence or time off for other proper reasons.

**G. Educational (Sabbatical) Leave**

After ten (10) years of service employees shall be eligible for leave for job-related studies during which time the employee's position will be held open for his or her return in accordance with the leaves of absence provisions of this Agreement.

If the Employee remains on the job for two (2) years after completing the sabbatical, the employee shall be reimbursed in whole or in part for tuition incurred during the educational leave in accordance with the last paragraph of this section, provided the course of study is completed satisfactorily.

A joint committee will be established consisting of three (3) members--one Union, one Management, and one Bet Tzedek volunteer designated by the Chair of the Personnel Committee--to determine in advance eligibility for this leave, taking into account the operational needs of the Employer, Bet Tzedek's budget and the extent to which there shall be tuition reimbursement.

## **H. Personal Leave**

Employees may take the equivalent of two days per calendar year in hourly increments of personal leave, provided they give reasonable advance notice. Such leave will be deducted from accumulated sick leave.

## **I. State Bar Examination Leave**

Any employee (excluding a temporary employee, as defined in Article 9(A)) shall be entitled during his or her employment to two (2) leaves for the express purpose of studying for, and taking, the California Bar Exam. During each such leave, an employee shall be entitled to a maximum of eight (8) weeks leave of absence except as provided below in Paragraph B. Any employee requesting bar leave must give the Employer at least 30 days notice.

Any request for time off to prepare for and take the bar beyond the second bar leave shall be governed by the provisions of Articles 22(H) (compensatory time), 29(F) (discretionary time) & 32 (vacation).

### **A. Attorneys Including Time-Limited Fellows**

An employee hired by the Employer for an Attorney position, including time-limited Fellows, shall be entitled to two consecutive leaves of absence to study for and sit for the California Bar Examination provided that:

1. The Attorney or Fellow shall be entitled to a maximum total of six weeks of paid bar leave during the course of that employee's tenure at Bet Tzedek.
2. An employee on a leave to study for and sit for the bar examination shall be required to use all accrued vacation, if any, except for one week at the employee's discretion, and all accrued compensatory time before receiving paid bar leave.
3. A maximum of four weeks paid bar leave will be paid during the first leave of absence.

### **B. Non-Attorney Employees**

**Non-attorney employees who have a demonstrated long-term commitment to the provision of legal services to the indigent, disabled and/or elderly, shall be entitled to two non-consecutive leaves of absence to study for and sit for the California Bar Exam, provided that:**

- 1. An employee on a leave to study for and sit for the bar examination shall be required to use all accrued vacation, if any, except for one week at the employee's discretion, and all accrued compensatory time before receiving paid bar leave.**
- 2. The employee must provide the written approval of the Director of Litigation.**
- 3. The employee shall be entitled to a maximum total of six weeks of paid bar leave during the course of that employee's tenure at Bet Tzedek.**
- 4. A maximum of four weeks paid bar leave will be paid during the first leave of absence.**

### **ARTICLE 30 - PENSION**

**Employees shall be required to join the Federation Council Basic Pension Plan at the time they become eligible therefore, and shall be entitled to the benefits thereunder. The Employer shall contribute to the Plan as actuarially required.**

**A joint committee, comprised of representatives from both the Employer and the Union, shall be formed to examine the current pension plan, and investigate alternative or additional retirement benefit plans. Within one year of the adoption of this contract, this committee shall make recommendations as to whether, and if so how, Bet Tzedek's current pension plan should be changed or enhanced to improve the benefits provided to employees facing retirement.**

## **ARTICLE 31 - SICK LEAVE**

### **A. Employee Eligibility and Accrual**

As of January 1, 1995, eligible employees will earn one and one-half (1 ½) days per month of sick leave beginning in the first month of the first year of employment with the maximum accrual of 45 days. An employee is eligible to take six (6) sick leave days beginning in the seventh (7th) month of employment. The employer shall retain the discretion to grant sick leave, if at all, during the first six (6) months of employment.

All eligible employees hired before February 1, 1994, and who have more than 45 days of accrued sick time, will be permitted to carry over that time, but will not earn additional time until they have fewer than 45 days of accrued sick time.

Sick leave time shall be charged to the employee for the number of hours of sick leave actually paid to the employee.

If an employee becomes ill and does not have accumulated sick leave to cover all such absence and additional leave without pay is granted, the amount of pay lost by the employee shall be reimbursed to him or her after his or her return to work at the rate of one (1) day per month, charging each such day against sick leave, with any other sick leave earned during that month accruing to him or her as sick leave. Each employee shall receive annually an accounting of his or her accumulated sick leave time.

### **B. Procedures**

#### **1. Disability Claims**

Employees shall be required to make claims for disability benefits under the California Unemployment Insurance Code whenever applicable. If the employee has accumulated sick leave, he or she shall receive said pay from the Employer at full salary less State Disability payments actually received by the employee.

#### **2. Intent to Return from Sick Leave**

An employee on sick leave shall advise the Employer not later than one (1) day before the expiration of such leave of his or her intent to return to employment, unless he or she has obtained a written consent of the Employer for a leave of absence beyond expiration of said leave. Failure to return to employment or failure to negotiate a leave of absence in accordance with this Agreement shall be construed as a resignation to take effect at the end of the sick leave. In such event, the provisions of Article 21 on severance pay shall not apply.

### **3. Abuse of Sick Leave**

Where the Employer has reasonable cause to believe that an employee is abusing the sick leave program, the Employer may require the employee to submit, during the illness, to an examination by a physician designated by the Employer at the Employer's expense before the employee shall be eligible for any sick leave payments.

### **4. Medical Appointments**

Sick leave may be used for doctor's or dentist's appointments that cannot be reasonably arranged for after working hours, provided that prior approval for the specific time is received from the employee's supervisor.

### **5. Illness During Vacation**

Illness during vacation shall be counted as sick leave upon submission of proof of illness.

## **ARTICLE 32 - VACATIONS**

### **A. Vacation Allotment**

Except as otherwise provided, the following paid vacation provision shall become effective January 1, 1995.

All vacation time earned up to December 31, 1993, shall not be forfeited. Existing employees will retain all vacation days accrued through December 31, 1993, in a vacation "bank" account. An employee will be able to "spend" days from the account throughout the employee's tenure, or preserve them and be paid for them on termination. No days may be added to the bank.

Employees hired before February 1, 1994, will continue to accrue vacation days at their pre-February 1, 1994, rate of accrual except that when an existing employee gains sufficient seniority to move to the next level of vacation days, the employee will, from that point forward, accrue vacation at the rate set forth below in the chart at the end of this Article 32 showing vacation days earned during each year of employment by the Employer.

A new employee will be eligible for vacation after six (6) months of service on a pro-rated basis; however, the Employer has the right to give vacations within the first six (6) months at its discretion.

Accumulated vacation will be paid out at the conclusion of employment unless another arrangement has been agreed to by the Union, the employee and the Employer.

#### **B. Holiday During Vacation**

If a paid holiday(s) occurs during an employee's vacation, the employee shall be entitled to an extra day of vacation for each such holiday.

#### **C. Vacation Period**

The vacation period shall be throughout the calendar year. Based upon the needs of the Employer, the Employer may deny all vacation requests during given periods, provided notice is given to the affected employees and the Union at least six (6) months in advance, and any such non-vacation period does not exceed three (3) months. In emergency situations, the 6-month notice period and 3-month limitation may be waived, with notification to the Union. Each employee shall be given an annual statement of his or her accrued vacation time by no later than April 30th of each year.

The scheduling of vacations shall be approved by the Employer in accordance with the following procedures: (1) Consideration will be given to employees' preference. In cases of conflicts, consideration will be given to the employee who requested vacation first and, to a lesser degree, to the more senior employee; and (2) If by action of the Employer, an employee cannot take his or her vacation during the vacation period and the Employer does not offer a reasonable alternative, the employee shall be entitled to vacation pay in lieu of a paid vacation.

#### **D. Notice of Vacation**

Employees shall request vacations in writing and vacations shall be approved or denied by the Employer in writing. Notice procedures for vacations to be taken during January through November shall be as follows:

1. Notice of five (5) business days in advance to take two (2) days or less.
2. Notice of fifteen (15) calendar days in advance to take 3 - 10 days off.
3. Notice of thirty (30) calendar days in advance to take 11 - 20 days.

However, for vacations to be taken in whole or in part during the month of December, the following notice procedures will be in place:

1. Notice of five (5) business days in advance to take two (2) days or less.
2. Notice of thirty (30) calendar days in advance to take 3 - 10 days off.
3. Notice of sixty (60) calendar days in advance to take 11 - 20 days.

Consideration shall be given to emergency requests.

Scheduled vacations shall not be canceled or rescheduled by the Employer except in cases of emergencies or by mutual agreement. Any requirements under this section may be modified by mutual consent.

**E. Accumulated Vacation**

Except as otherwise provided herein, vacation days earned, annual carryover from one calendar year to the next, and maximum accrual of vacation will be at the following schedule:

Years with Bet Tzedek	Vacation Days Earned	Maximum Accrual in Days	Annual Carryover
During 1st year	10	10	10
During 2nd year	10	20	20
During 3rd year	15	30	25
During 4th year	15	30	25
During 5th year	15	30	25
During 6+ years	20	40	33
5*	22*	44*	36*

\*Senior employees hired before February 1, 1994.

Any accumulation beyond that shall be lost except if the employee was prevented from using vacation time by action of the Employer.

### **ARTICLE 33 - SECTION 125 BENEFITS PLAN**

Management will continue to offer a Section 125 plan which includes, but is not necessarily limited to, the tax sheltering of medical/dental insurance expenses.

### **ARTICLE 34 - SUBCONTRACTING**

The Employer shall have the right to subcontract bargaining unit work only under the following conditions:

a. Subcontracting of a job or duty shall not exceed a period of six (6) months, although such period may be extended upon agreement by the Union (the consent of which shall not be unreasonably withheld). Regardless, the Employer may subcontract bargaining unit work for a longer period of time if that work relates to the installation, operation or maintenance of computer software or equipment. If the Employer hires as an employee (and not as an independent contractor) an individual who performs work relating to the installation, operation or maintenance of computer software or equipment, that individual shall be a member of the bargaining unit.

b. No job or duty of an attorney or a paralegal shall be subcontracted.

c. The Employer shall provide the Union with as much notice as is reasonably practicable of the jobs or duties to be subcontracted and the anticipated time period of any subcontract.

d. Subcontracting shall not result in any bargaining unit employee losing his or her job or in the elimination of any bargaining unit position (other than a position relating to the installation, operation or maintenance of computer software or equipment), whether the loss of job or elimination of position be through layoff, termination, or any other type of displacement.

## **ARTICLE 35 - TRANSLATION SALARY SUPPLEMENT**

### **A. Eligibility**

Staff members demonstrating language abilities in Spanish or Russian are eligible for a monthly salary supplement under the following eligibility provisions.

#### **Eligibility I**

When the qualifications listed in the Job Announcement include "fluent bi-lingual language skills required," or "bi-lingual language skills strongly preferred," and the newly hired member represents that he or she possesses the relevant bi-lingual language skills, the Employer will administer an agency-sponsored examination within the first 30 days of the employee's employment.

Once a staff member passes the oral and written examinations, the staff member will be eligible for the appropriate salary supplement retroactive to his or her date of hire.

#### **Eligibility II**

When the qualifications listed in the Job Announcement include "bi-lingual language skills preferred," the Employer will offer the agency-sponsored examination, to be administered on a date within the first 30 days of the employee's employment, and at that time will ensure that the employee receives actual notice of the following options and pay supplement provisions.

The employee will have the option of either taking the examination within the first 30 days of his or her employment or taking the exam at the next regularly scheduled time.

If the employee passes the written and/or the oral exam within the first 30 days of his or her employment, the translation supplement will be paid retroactive to the employee's hire date.

If the employee decides to take the next regularly scheduled examination and passes the oral or written exam, the salary supplement will be paid retroactive to the date of the exam.

#### **Eligibility III**

A newly hired employee who represents that he or she possesses Russian or Spanish language skills and whose Job Announcement qualifications do not

include "bi-lingual Spanish or Russian language skills preferred and/or required," shall be eligible for a translation supplement if the employee will regularly use Spanish or Russian in performing his or her job, and passes the agency-sponsored fluency examination.

When such an employee is hired, the Employer will offer the agency-sponsored examination, to be administered on a date within the first 30 days of the employee's employment, and at that time will ensure that the employee receives actual notice of the following options and pay supplement provisions.

The employee will have the option of either taking the examination within the first 30 days of his or her employment or taking the exam at the next regularly scheduled time.

If the employee passes the written and/or the oral exam within the first 30 days of his or her employment, the translation salary supplement will be paid retroactive to the employee's hire date.

If an employee decides to take the next regularly scheduled examination, and passes the oral or written exam, the salary supplement will be paid retroactive to the date of the exam.

#### **B. The Examination Process**

Under the Eligibility II and III provisions, Bet Tzedek will administer the exam once during the calendar year, in both written and oral language skills. An employee may choose to be examined in written skills, oral skills, or both.

Each staff member wishing to be examined must submit a timely request to the Personnel Director. The Personnel Director must notify all staff members of the date of the examination, the requirement that employees must submit written requests to take the exam, and the deadline to submit such requests, at least one month prior to that examination. Staff members must submit a written request to be examined to the Personnel Director within two weeks of the announced examination date.

If Bet Tzedek chooses to administer the examination more than once during a calendar year, the same notice requirements will be applicable.

Staff members who fail to pass any part of an examination may request to take, and then take, the examination in the following year.

Once a staff member has passed an examination on either written or oral skills in a given language, the staff member will be eligible for continuing supplemental payments without taking the examination on those same skills again, provided that use of Spanish or Russian remains a regular part of that staff member's job.

**C. Amount of Supplement**

The supplement will be \$45 per month for oral translation skills and \$45 per month for written translation skills.

**D. Ongoing Payments to Current Recipients**

As of the effective date of this agreement, each current recipient of the "untested" translation supplement, now \$50 per month, will receive the supplement at \$60 per month as long as Spanish or Russian remains a regular part of his or her job. If a current recipient wishes to receive the larger supplement available under the new "testing" program, up to \$90 per month, he or she may submit a request to be examined on written skills, oral skills, or both. If a current recipient of the translation supplement takes an examination and fails to pass, that staff member shall remain at the \$60 per month level.

**E. Temporary Employee**

Temporary employees hired for six months or less are not eligible for the translation salary supplement.

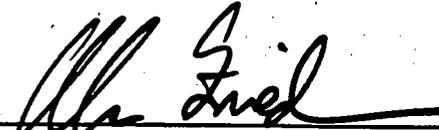
**F. Time-Limited Employees**

As defined in the provisions of Article 10 of the Agreement, time-limited employees are eligible for the translation supplement.

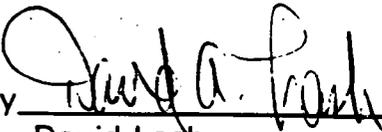
**ARTICLE 36 - DURATION**

This Agreement to be effective January 1, 1995, through December 31, 1997.

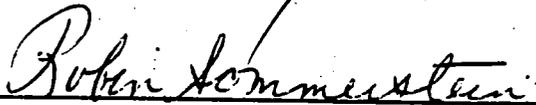
**BET TZEDEK LEGAL SERVICES**

By   
Alan Friedman

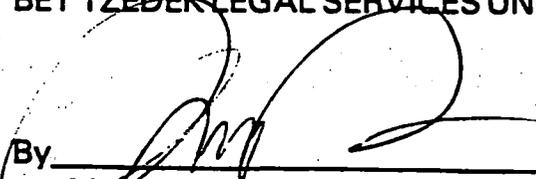
By   
Edna Glikmann

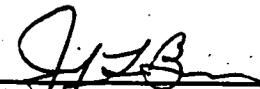
By   
David Lash

By   
Frank Melton

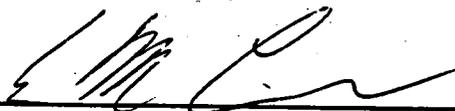
By   
Robin Sommerstein

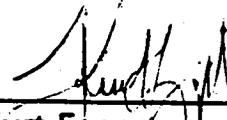
**BET TZEDEK LEGAL SERVICES UNION**

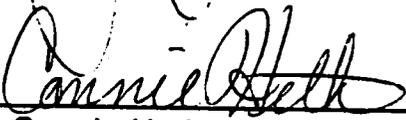
By   
Marc Bender

By   
Jennifer L. Braun

By   
Miguel A. Caamal

By   
Eric Carlson

By   
Kurt Eggert

By   
Connie Heth

**EXHIBIT A - SALARY RANGES**

<u>Professional Classifications</u>	<u>Salary Range</u>
Attorney III	\$3,600 - 5,250
Attorney II	\$3,000 - 4,800
Attorney I	\$2,400 - 3,500
Public Relations Director	\$2,500 - 4,100
Computer Systems Manager	\$2,400 - 3,500
Administrative Coordinator Assistant to Grants Administrator and Fiscal Officer Law Clerk/Paralegal Intake Supervisor	\$2,000 - 3,100
Prescreener	\$1,800 - 2,500

<u>Non-Professional Classifications</u>	<u>Salary Range</u>
Legal Secretary Executive Secretary - Development Department	\$2,000 - 3,100
Supervising Phone Specialist	\$1,560 - 2,400
Phone Referral Specialist Messenger/Process Server Clerical Assistant	\$1,500 - 2,300

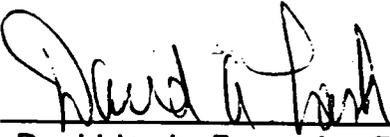
**EXHIBIT B - SIDE LETTER**

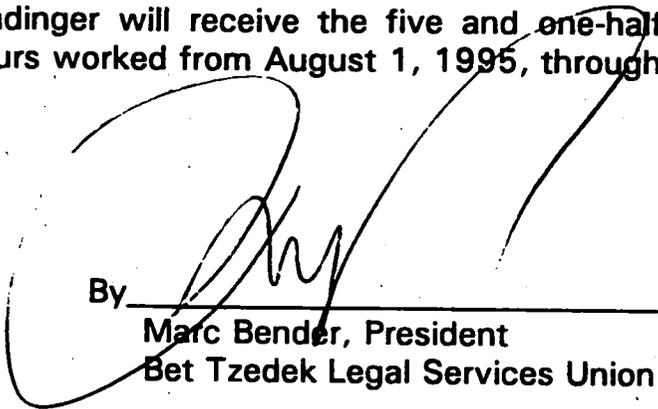
In order to avoid potential disputes, the parties to this agreement hereby agree that the following persons will receive the five and one-half percent (5 ½ %) retroactive pay increase for all hours worked from January 1, 1995, through July 31, 1995:

Marcie Gladson  
Gary Gradinger  
Mary Ellen Martinet  
Sabrina Noyola  
Rosa Rios  
Allura Scott  
Velinda Thornton

The parties agree that the receipt of retroactive pay by the persons listed above shall have no presidential effect upon the interpretation of Article 23 of the Agreement.

The parties also agree that Gary Gradinger will receive the five and one-half percent (5 ½ %) pay increase for all hours worked from August 1, 1995, through December 31, 1995.

By   
David Lash, Executive Director  
Bet Tzedek Legal Services

By   
Marc Bender, President  
Bet Tzedek Legal Services Union

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