

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ASIAN PACIFIC ISLANDER LEGAL OUTREACH**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**January 18, 2019 to January 18, 2022**

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN ASIAN PACIFIC ISLANDER LEGAL OUTREACH (APILO)**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 9415**

**ARTICLE 1. RECOGNITION**

This Agreement is entered into as of January 18, 2019 between Asian Pacific Islander Legal Outreach dba Nihonmachi Legal Outreach (“Management”) and the Communications Workers of America (“APILO Union” or “CWA”).

The respective parties to this Agreement do mutually agree and covenant as follows:

**Mutual Respect**

APILO and the Union agree that all employees regardless of position, profession, or rank will treat each other with courtesy, dignity, and respect. The foregoing principles shall also apply in providing services to the public.

**Successors & Assigns**

This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assigns by merger, consolidation, or otherwise, of either party.

**Recognition**

APILO Management recognizes the Communications Workers of America as the exclusive collective bargaining representative in accordance with applicable federal labor law for all non-management employees of APILO in the following job classifications:

- Administrative Assistant
- Staff Attorney
- Case Manager
- Development Associate
- Legal Assistant
- Finance Associate
- Immigration Associate
- Legal Secretary
- Receptionist
- Grants Data Management Associate
- Paralegal

**Mission**

APILO's mission is to provide culturally competent and linguistically appropriate legal representation, social services, and advocacy for the most marginalized segments of the community including low-income women, seniors, recent immigrants, and youth. API Legal Outreach, directed by its community-based model, works to level long-standing barriers that have denied Asians and Pacific Islanders equal justice and equal access to our legal system.

**Vision**

This Agreement between APILO Management and the APILO Union is designed to create a healthy, sustainable, and functional organization working collectively to advance the mission of APILO. The Union will work collaboratively with APILO Management to empower all members of the organization to carry out APILO's mission.

**Work Rules**

If APILO Management desires to revise an existing work rule or establish a new rule, which is not part of this Agreement, the Union must be given advance notice of the proposed rule change. If the Union does not agree to the proposed rule change, APILO Management will hold implementation in abeyance until the parties have completed good faith negotiations, and in case of impasse will utilize mediation.

**Non-Discrimination and Affirmative Action**

APILO Management and the APILO Union agree that they will not discriminate against any employee by reason of race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, history of disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, pregnancy, childbirth or related conditions, immigration status, military service and veteran status, arrest or conviction record, union and political affiliation and activity that does not otherwise conflict with the lawful mission and purpose of APILO, and/or any other characteristic protected by state or federal law or local ordinance.

APILO shall maintain a work environment that is free of prohibited harassment. APILO's sexual harassment policy and policy regarding workplace harassment and bullying shall be distributed to each new employee at her/his employee orientation. All APILO employees, management and bargaining unit members, shall undergo regular sexual harassment and workplace harassment and anti-bullying training and there shall be agency-wide training in regular intervals as required by law.

APILO Management shall provide reasonable accommodations to qualified persons with a disability as required under applicable law. APILO Management shall be required to undergo

regular training in working with persons with disabilities as clients and employees and facilitate agency-wide training on a yearly basis.

APILO Management will commit to and work in good faith to recruit and employ racial, ethnic, and sexual minorities, including ethnicities from the broader Asian community; persons with disabilities; persons representing underserved communities; persons from lower socioeconomic statuses into bargaining unit positions. APILO Management is committed to employing a diverse workforce.

**No Discrimination On Account Of Union Activity**

Consistent with the law, neither APILO nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employee because of the exercise of rights to engage in Union activity.

**Representation**

Whenever a bargaining unit member seeks the assistance of the APILO Union to resolve a workplace issue, APILO Management shall refrain from initiating conversations or meetings with the bargaining unit member about that issue, unless either the Union is provided an opportunity to be present, or the bargaining unit member agrees to having the conversation or meeting without Union representation.

**Employee Handbook**

Not every APILO personnel policy is contained in this Agreement. Employees may refer to the APILO Personnel Policy for further information that may not be included here, and policies contained in the APILO Personnel Policy are hereby incorporated by reference into this Agreement.

Wherever employment terms in the APILO Personnel Policy differ from the terms expressed in this Collective Bargaining Agreement, the terms of this Agreement will control.

**No Strike, No Lockout**

During the term of this Agreement, CWA, its members and representatives agree that they will not engage in, authorize, or sanction a strike, stoppage of work, slowdown, sympathy strike, or withdrawal of services from APILO.

APILO will not lockout employees during the term of this Agreement.

**Savings Clause**

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected, and the parties shall enter

into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

## **ARTICLE 2. UNION SHOP**

All job titles covered by this Collective Bargaining Agreement shall join the Union no later than the thirtieth (30) calendar day following the beginning of employment and shall remain members of the Union in good standing as a condition of employment.

Within the first week of hiring a new full-time or part-time employee, one Union member from the bargaining unit, as well as a Union officer, if desired, will have the ability to meet with the new employee for up to one (1) hour on paid work time in order to orient them to the Union and this Agreement, scheduled during the employee's orientation period. No management employee or designee shall be present or monitor the meeting. Such meeting shall be mandatory for all new bargaining unit members. Prior to the orientation meeting, or in no case later than the meeting time, APILO shall provide to the Union the names and job title(s) of the new hires.

APILO Management shall release no more than two (2) bargaining unit members for no more than twenty (20 hours) per month, with mutual agreement with the Union, for work on Union business. This time will be considered lost time and not paid by APILO Management. All members on lost time union business shall maintain their seniority, pension accrual, and health insurance within the Employer. Workloads will be adjusted accordingly to reflect the changed working hours of the bargaining unit member; this workload adjustment will be agreed upon by APILO Management and the Union. The Union shall make its best efforts to ensure the Union business occurs during non-APILO work hours.

Employees selected to bargain successor agreements to this collective bargaining agreement shall not do so on lost time; rather, their time will be considered time worked and paid by APILO Management.

## **ARTICLE 3. DUES DEDUCTION**

APILO Management shall deduct monthly from the wages of all bargaining unit employees who have authorized and directed APILO Management in writing to check off their Union dues an amount equal to the dues of such members as certified in writing by CWA to APILO Management. Dues deductions will begin in the pay period immediately following receipt of the signed authorization card or form.

APILO Management shall promptly remit to CWA's Secretary-Treasurer the dues deducted. Dues shall be sent no later than ten (10) days after the end of the month in which dues were collected. APILO Management shall also furnish the Union a monthly statement within ten (10)

days of the close of the calendar month. The statement will be sent in electronic format including the following information for all employees in the bargaining unit on file:

- First name, last name, and middle initial (when applicable)
- Amount of dues deducted
- Rate of pay
- Job classification or title
- Regular work location
- Mailing address, including city, state and zip code
- Hire date
- Company-provided email address
- Contact phone number
- Birthdate
- Status (active, FMLA, leave of absence, resignations, retirements, deaths, other revisions, etc.) with notation of members who have left the unit due to terminations, transfers or promotions.

In addition, the statement will include bargaining unit employees for whom APILO Management has not made a dues or fees deduction with an appropriate explanation (i.e., "on leave," "no shifts worked," etc.). The statement will note or explain changes such as new hires, pay increases, leaves of absence, returns from leave, change of address, termination of employment, etc. Within two weeks of hiring a new employee, APILO Management shall furnish the Union in writing with the above data for each new employee.

The rate or amount of the dues deduction for all members may be changed by the Union notifying APILO Management in writing of the dues change. Following formal notice from the Union, such change in dues rates or amount will be deducted from bargaining unit employees' future wage payments.

When an employee is granted a leave of absence, any authorization for the deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.

When an employee who has authorized APILO Management to deduct Union dues is temporarily promoted or transferred to a non-bargaining unit position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated and the

employee returned to a bargaining unit position, dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

#### **ARTICLE 4. BULLETIN BOARDS AND USE OF EMPLOYER SITE**

APILO Union shall have the right to post a bulletin board in the Oakland and San Francisco APILO offices for the exclusive use of the Union. APILO Management shall provide reasonable space for the bulletin boards to be set up in the employee break rooms. Material shall be posted upon the bulletin board space as designated. Material posted shall not be obscene, defamatory, or derogatory to APILO or any of its employees.

The APILO premises may be used for Union meetings by off-duty employees and the Union with prior notice and coordination with the Managing Attorney of Oakland or SF, or her/his designee. In Oakland, this includes Room 101, 310 8th Street, if it is available and coordinated with the EBALDC building manager.

If APILO Management regularly communicates with employees via employer-provided email accounts, APILO Union members shall be permitted to distribute Union information to its members via email outside of normal work hours. If APILO Management communicates with employees via electronic forums, chat rooms or bulletin boards, APILO Union members shall be permitted to distribute Union information to its members via this medium outside of normal work hours.

#### **ARTICLE 5. SENIORITY**

Seniority is the length of an employee's service in a regular bargaining position or positions within APILO. Each employee shall retain their seniority credit under the applicable collective bargaining agreement or agency policy for credited service before the operation of the collective bargaining agreement.

- A. Seniority shall be determined by the date of hire as a regular employee of APILO. This includes all employees who were hired on a contractual basis, subject to the conditions of subsection (B) and then upgraded to a regular employee; and those regular employees who take a leave of absence of six (6) months or less in rolling twelve (12) month period.
- B. Seniority for persons who worked for APILO as a fellow, contract employee, or returning former employee shall be credited back the length of service from their original hire date upon successful completion of two (2) years of continuous service as a regular employee of APILO.

- C. APILO Management shall provide the Union with an up-to-date seniority list within thirty (30) calendar days after the ratification of this Agreement and in January of each year via e-mail to all members of the collective bargaining unit. The Union may request corrections to the seniority list within thirty (30) calendar days after the list is provided. Grievances relating to the seniority list must also be initiated within thirty (30) days after the list is provided.

## **ARTICLE 6. UNION REPRESENTATION**

### **Section 6.1. Union Stewards**

The Union shall appoint shop stewards in both the San Francisco and Oakland offices, and in any potentially new offices in other cities. The Union shall inform APILO Management of these appointments.

### **Section 6.2. Investigation of Grievances and Conditions**

Stewards may use a reasonable amount of work time with pay to investigate written grievances, provided that the investigation does not unreasonably interfere with the steward's work or the work of other employees. The steward shall record his or her time devoted to these activities in the agency's standard timekeeping system. Other representatives of the Union may also assist in investigating written grievances but shall not be paid by API Legal Outreach.

Duly authorized representatives of the Union—CWA Local 9415—shall be permitted to enter the agency's premises with at least twenty-four (24) hours' notice and an indication of the office to be visited. The authorized representatives shall be permitted at reasonable intervals during normal working hours for the purpose of observing conditions under which the bargaining unit employees are working and to investigate grievances. Neither the contents of any client file nor the identity of the client may be revealed to any Union Representative during the course of grievance investigation without the express consent of the client. Representatives shall not unduly interfere with normal work assignments.

### **Section 6.3. Weingarten Rights**

An employee shall have the right to have a Union Representative present at any meeting with supervisors or management representatives when such meeting is or may be reasonably suspected to be disciplinary in nature.

#### **Section 6.4. Non-Discrimination Clause**

Neither shop stewards nor bargaining unit members shall be discriminated against because of their activities in or on behalf of the Union. Similarly, bargaining unit members shall not be discriminated against for non-participation in the Union.

### **ARTICLE 7. PROBLEM-RESOLUTION PROCEDURES/GRIEVANCE PROCEDURES**

APILO Management and the Union agree that timely interaction on issues can eliminate the cause for most grievances. While APILO Management maintains the right and responsibility to make decisions which affect the organization, the parties will endeavor to jointly communicate regarding proposed actions that affect employees, the Union and the organization.

#### **Section 7.1. Request for Union Representation**

APILO Management shall release the appropriate Union representative(s) who are required by the Problem Resolution Procedures.

At any meeting between an APILO Management representative and an employee in which a formal level of discipline is to be announced, or an investigatory interview where the employee may have a reasonable basis to expect that disciplinary action may result, a Union representative shall be present, if the employee requests. Consistent with their *Weingarten* rights, the employee shall be informed of the subject of the meeting at any formal level of discipline or investigatory interview prior to the meeting. The Union representative and the employee shall be allowed reasonable time to consult prior to the meeting.

#### **Section 7.2. Communication and Problem Solving**

When a Union representative identifies an issue or dispute in the work area, she or he will interact with the appropriate manager in the work area. An effort should be made by both parties to resolve the problem.

#### **Section 7.3. Union Presentation**

The purpose of the grievance procedure is to provide a timely, efficient and effective way of resolving workplace disputes. APILO Management and the Union agree that it is their objective to resolve all grievances at the lowest possible level.

Consistent with this objective, the employee shall first, as a preliminary step, confer with his/her supervisor, or other appropriate manager, to attempt to resolve the matter prior to filing a written grievance. A Union representative will be present at this meeting if the employee so desires. If

the matter is not resolved pursuant to this informal meeting, or if the supervisor/manager refuses to meet informally, a written grievance may be initiated, as provided below.

The presentation of a grievance must be made in writing, and must be presented within thirty (30) calendar days from the first occurrence of the action (or omission) or within thirty (30) calendar days from the date of discovery. Grievances that are not timely submitted will not be subject to the Grievance Procedure.

Performance evaluations are not subject to the Grievance Procedure.

#### **Section 7.4. Grievance Procedure**

##### **Step I**

An employee may present their grievance to a Union representative. At the first step, Step I, the grievance will be presented to the employee's immediate supervisor or, if appropriate, the manager who took the action. One (1) paid Union representative designated by the Local may attend this meeting, in addition to the grievant. If APILO Management has more than two (2) representatives in the meeting, the Union shall be entitled to an equal number of representatives.

Step I Grievances will be processed according to the following method:

Prior to the Step I meeting, the Union's written presentation of the grievance to APILO Management will include the nature of the grievance; the date of the occurrence; the contractual article/section alleged to have been violated, if applicable, or if not applicable, the source of the alleged violation (e.g., MOA name or number, discipline, documentation, etc.); the name of the grievant; and the remedy sought.

APILO Management will provide the Union with any information and/or reasons used as a basis for the grieved action no later than ten (10) business days following presentation of the grievance.

APILO Management will hold the meeting within fifteen (15) business days following presentation of a grievance.

APILO Management will inform the Union of the organization's position and rationale at the conclusion of the Step I meeting.

If the grievance is not resolved at Step I, it may be escalated to Step II.

##### **Step II**

A Step II grievance will be presented to the Executive Director, or another member of Senior Management. One (1) paid Union representative designated by the Local, as well as the

grievant, may attend this meeting to attempt to resolve the grievance. If APILO Management has more than two (2) representatives in the meeting, the Union shall be entitled to an equal number of representatives.

Step II grievances will be processed according to the following method:

Prior to the Step II meeting, the Union will notify APILO Management in writing of its intent to escalate the grievance to Step II within thirty (30) calendar days following the Step I meeting.

The Union's failure to notify APILO Management of its intent to escalate the grievance within thirty (30) calendar days, or when no mutual agreement to extend the date has been reached, will result in the grievance being considered withdrawn from the Grievance Procedure.

APILO Management will hold the Step II grievance meeting within thirty (30) calendar days of receipt of the Union's written intent to escalate the grievance.

Failure to hold the Step II meeting within thirty (30) calendar days, or when no mutual agreement to extend the date has been reached, will result in the grievance being deemed as settled in favor of the Union.

Following the Step II Meeting, APILO Management will inform the Union of their position.

Pending final settlement of the grievance, APILO Management shall hold in abeyance any communication with the employee concerning said grievance without Union concurrence.

### **Step III**

**Arbitration.** If the Union is not satisfied with APILO Management's decision at the Step II meeting in the grievance procedure, the Union may request, in writing, that the grievance be arbitrated.

The first day of the arbitration hearing will be held within six (6) months from the date of the Union's notification in writing of its intent to arbitrate the grievance.

### **Section 7.5. Sharing Information**

During the Step I meeting, Management and the Union will identify appropriate areas of concern. During Step I and Step II meetings, APILO Management and the Union will share facts deemed relevant to the grievance by either party.

Disputes over relevancy of information will be resolved as follows:

The Union's information request should be presented in writing to the manager. If the manager does not provide requested information within seven (7) business days from receiving the request, the disputed information request shall be referred to the Local Union Officer and Executive Director (or another member of Senior Management).

If not resolved at this level within the next seven (7) business days, the Union may elect to arbitrate the issue under the provision of the following section, "Arbitration Procedures."

#### **Section 7.6. Arbitration Procedures**

Arbitration cases should be minimal due to effective use of the Problem Resolution Procedures. Arbitration should result in timely awards.

APILO Management and the Union shall each pay one-half (1/2) of the costs of arbitration, including the fees to the arbitrator and other expenses of the arbitration proceeding, including a reporter, but not including compensation of costs of representation (e.g. attorneys' fees), advocacy, or witnesses for either party.

Upon receipt of the Union's written intent to arbitrate, APILO Management and the Union shall select a mutually agreeable, impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within ten (10) business days after receipt of the written request for arbitration, either party may request the California State Conciliation Service to submit a list of five (5) arbitrators. Each party shall alternately scratch two (2) names from this list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. If an arbitrator notifies the parties that she or he is unable to accept a case, the parties may engage in further attempts to select a mutually agreeable, impartial arbitrator, or repeat the above-referenced selection process until an arbitrator is confirmed and a hearing date can be scheduled in accordance with the time limits of this Section.

The designated representatives of APILO Management and of the Union shall promptly agree on a hearing date, secure a firm commitment on the hearing date from the arbitrator and schedule the hearing in accordance with regular procedures.

If the parties cannot agree on a proposed date, then the arbitrator shall schedule a hearing date within the six (6) month time frame.

The Arbitrator has no authority to add to, subtract from, or otherwise modify or ignore the provisions of the Contract.

In termination cases, if the Arbitrator does not deny the grievance, the customary remedies shall be available: reinstatement with or without back pay, and reducing a termination to a suspension, i.e. without back pay for the period of suspension as set by the Arbitrator.

The Arbitrator will render a decision within forty-five (45) calendar days from the date the matter is submitted.

All decisions within the power of the Arbitrator will be final and binding on all parties.

### **Section 7.7. Dismissals**

APILO Management agrees that no non-probationary bargaining unit employees will be dismissed without just cause. A full and complete, joint Union – Management investigation will be conducted whenever possible. APILO Management recognizes the right of the Union to assist a non-probationary bargaining unit employee who has been suspended pending investigation, or who has been given notice of dismissal, or who has been dismissed, in presenting and/or appealing the employee's case to the organization.

When it is necessary to dismiss an employee, the employee must be paid in full immediately for all time worked, including any accrued, unused PTO and/or compensatory time. Every employee who is dismissed will be paid at the time and place of dismissal.

## **ARTICLE 8. LABOR MANAGEMENT COMMITTEE**

The purpose of the Labor Management Committee is to ensure bargaining unit member involvement in decisions regarding issues that may impact the organization and staff.

Members of the Committee shall include the following Management titles: Executive Director, Administrative Director, Managing Attorneys of the San Francisco and East Bay Office; as well as bargaining unit members in the following titles: one attorney from San Francisco, one attorney from the East Bay, one case manager, one administrative employee from the San Francisco office and one administrative employee from the East Bay office. All bargaining unit members on the Committee shall be appointed by the Union. The meetings are open sessions and any staff may attend and participate in its discussions. In order to make decisions, a quorum of seven (7) members are required.

The Labor Management Committee shall meet quarterly (e.g. four meetings per year), and shall alternately meet in the San Francisco and East Bay offices. Committee members may participate in meetings remotely when necessary.

The Labor Management Committee is charged with making recommendations on behalf of the staff and constituents to the Executive Director and or the Board of Directors in matters including but not limited to the following:

1. Budget
2. Provision of organizational services
3. Strategic and other planning
4. Computer and equipment maintenance and upgrades
5. Office and employee work environment and conditions
6. Fundraising related issues
7. Operational matters
8. Building or office maintenance matters

No individual's personnel related issues shall be discussed or considered by the Labor Management Committee.

Decisions will be made by consensus. If consensus is not possible, decisions shall be based on majority vote.

So that all staff knows what is going to be discussed and has a chance to talk to a member of that committee, the Agenda for the Labor Management Committee will be circulated by email at least 48 hours in advance. If new items arise and will be added to the agenda for discussion or decisions, an email should be sent to all staff (preferably by the end of the work day before the meeting, but at latest in the morning before the meeting begins) to let them know that the new item is on the agenda.

Minutes of these meetings will be emailed to all staff by the Co-chairs. Minutes will be taken by other members on rotating bases.

The Labor Management Committee will elect Co-Chairs, one from Management and one from the Union, for a rotating 6-month term, to prepare and post the agenda and to facilitate the meetings.

#### **ARTICLE 9. NEPOTISM/CONFLICTS OF INTEREST**

API Legal Outreach will observe all local and state laws, California State Bar Rules of Professional Conduct, and funding grants regulations as related to nepotism and conflicts of interest.

No employee may be moved to a position that is supervised or reviewed directly by another employee who is a member of his or her immediate family. Relatives of present employees may be hired by API Legal Outreach, but may not be supervised by a member of his or her own

immediate family. "Immediate family" is defined as spouses, children, sisters, brothers, mothers or fathers.

## **ARTICLE 10. UNION PRESENCE**

### **Section 10.1. Open Board Meetings**

At least two (2) Board meetings per year shall be open to the public, including bargaining unit employees and representatives of the Union. Public meetings shall be of approximately the same general nature and significance to the agency as issues typically addressed by the Board of Directors at its other regular or special meetings. These issues may include, but are not limited to, adoption of the agency's budget, nomination of members of the Board of Directors, and evaluation of the agency's contract(s) with the City. Attendees shall be allowed to address the Board and there must be at least 30 minutes of designated public comment per meeting.

During one of the designated public meetings per year, attendees shall have an opportunity to address the Board of Directors on membership on the Board of Directors and to propose candidates for membership on the Board of Directors. APILO shall give public notice of Board vacancies.

### **Section 10.2. Closed Portions of Open Board Meetings**

The Board of Directors may choose to close a portion of a designated public meeting:

1. When discussing any matters pertaining to the particular recipients of the agency's goods or services or donors of in-kind or monetary contributions to the agency where the discussion would necessarily reveal the identity of clients or donors;
2. When discussing any matters pertaining to litigation; real estate negotiations; the appointment, employment, evaluation of performance, or dismissal of an employee of the nonprofit organization; or labor negotiations in which the agency is involved; when hearing complaints or charges against an employee of the agency; or when discussing attorney-client privileged information, or information which constitutes a trade secret;
3. Under any circumstances where admitting members of the public is prohibited by State or federal law;
4. Under any other circumstances where the City of San Francisco has approved the closing of a portion of a designated public meeting by the nonprofit organization.

The Board of Directors shall not unreasonably close a portion of the designated public meeting and shall close no more of the public Board meeting than necessary.

### **Section 10.3. Notice of Open Board Meetings**

APILO Management shall provide at least 30 days written notice of the open Board meeting to the Union, along with the required government agencies, with details of the meeting including

the date, time and location. In addition, APILO Management shall disclose the time, date and place of the public Board meeting upon request.

#### **Section 10.4. Access to Financial Records**

The Union, along with the general public, is entitled upon request to inspect and copy (1) the most recent budget, (2) the most recent tax return, except to the extent those returns are privileged, and (3) financial audits or performance evaluations completed in the last two years by or for the City of San Francisco and its agencies/departments, so long as the City of San Francisco has not designated them as confidential. APILO Management must provide these records for inspection within ten (10) business days of the request.

Financial records may be inspected during regular business hours or provided through copies. APILO Management may charge no more than 10 cents per page for requests from the general public, but there shall be no charge for financial records requests from the Union.

### **ARTICLE 11. TRANSPARENCY IN GRANTS**

#### **Section 11.1. Employee Feedback to Supervisors for Grants Negotiations**

Supervisors will inform employees of their respective units of upcoming grants negotiations pertaining to their practice area. Supervisors shall solicit feedback from unit employees regarding the needs of staff and community. The intent is to allow employees to provide a realistic perspective on the needs of staff to reach grant deliverables and whether the deliverables realistically reflect the needs of the community.

APILO Management shall notify the bargaining unit member of their inclusion and the nature of that inclusion in the submission of a grant proposal.

#### **Section 11.2. Transparency in Grants Related Information and Documents**

APILO Management will provide or make available to the Union, within 10 business days of such request, information or documents related to grants. This information will include, but not be limited to:

- A current list of funding sources
- The funding period for each grant
- The full amount of each grant
- A line item budget of each grant
- The deliverables as defined in the applicable grant application

Should APILO Management allege that confidential personnel information is contained within, APILO Management shall redact only such confidential portions and promptly provide the

information or documents to the Union. Should APILO Management require an extension from this deadline, it must state in writing the reason for this delay and fulfill the request within 15 business days of the initial request.

### **Section 11.3. Timeliness of Informing Staff of New Grants and Deliverables**

APILO Management will inform the Union, within 10 business days, of any grant newly secured for the agency, along with any associated deliverables required by the new grant. Should a grant be secured with certain terms remaining to be finalized at a future date, the tentatively secured grant language will be provided to employees by this 10 day deadline, and the finalized terms will subsequently be provided to employees within 10 days that those terms become final.

## **ARTICLE 12. JOB POSTING AND HIRING**

When a full-time or part-time job becomes available, APILO Management will notify the Union of this opening so that bargaining unit members can apply. APILO Management will then wait one week before it advertises this job opening to the general public, whether through job posting or other recruitment methods.. During this week, the Union will designate one (1) member to participate in the interview process.

Both the Union and APILO Management are interested in prioritizing regular, full-time employment and career path positions at APILO. When APILO believes that specific and/or compelling business reasons exist to hire temporary or contract workers, APILO will notify/advise the Union as to the substance, duration, and other relevant descriptions of those positions/activities.

All bargaining unit employees who apply for a full-time or part-time bargaining unit position and meet the minimum qualifications for the job shall be interviewed for the position. In making its hiring decision, APILO Management and the Union may consider the following: knowledge and experience of the applicant; quality and performance of past work; expertise in priority and/or relevant practice areas; caseload and special projects; familiarity with the community; needs of the agency; bilingual abilities and abilities to engage with the general public. Initial screening of candidates for minimum qualifications will be done by APILO Management.

At the conclusion of the interview process, APILO Management shall solicit feedback and input from all individuals who participated in candidate interviews. All final hiring decisions remain at the discretion of APILO Management.

## **ARTICLE 13. PROBATIONARY PERIODS**

### **Section 13.1.**

The probationary period shall be six (6) months following commencement of employment in any regular staff position. During an employee's probationary period, the employment relationship is terminable at will. This means that either the employee or Management may terminate the employment relationship at any time, for any lawful reason or no reason at all, with or without notice. If a probationary employee is on an approved, protected leave of absence during the probationary period, the length of their probation shall be extended by an amount equal to the length of their leave of absence.

### **Section 13.2.**

During the probationary period, APILO Management will have an opportunity to evaluate the employee's compatibility, ability, and interest in the job. If at any time during an employee's probationary period APILO Management decides to release the employee, such decision shall not be subject to arbitration under this Agreement, but may otherwise proceed through Step I of the grievance procedure.

### **Section 13.3.**

A written evaluation by a newly hired regular employee's managing attorney or supervisor shall be given at least 60 days prior to the end of the probationary period. Said written evaluation shall clearly indicate where the employee's performance is satisfactory and acceptable, or where improvement is needed, or where it is unsatisfactory. If by 60 days prior to the end of the probation, APILO Management determines that the probationary employee's work performance is unsatisfactory, APILO Management shall state this determination in the written evaluation provided to the employee 60 days prior to the end of the probationary period. Additionally, APILO Management shall state every reason for this and for each of those reasons, APILO Management shall state concrete actions for the employee to take in order to rectify each concern as part of the written evaluation. APILO Management will also state the concrete actions that they will take to address the employee's unsatisfactory performance.

### **Section 13.4.**

A bargaining unit employee who is promoted to a higher-level position within the bargaining unit, shall be afforded a probationary period of not more than four (4) months. If for any reason the employee wishes to return to their immediately prior bargaining unit position within the four (4) month probationary period, they may do so upon written notice to APILO Management and the Union, provided the employee's former position is vacant at the time of the employee's return request.

## **ARTICLE 14. HOURS OF WORK**

The normal workweek is Monday through Friday.

All bargaining unit employees, exempt and non-exempt, except as noted below, are required to work forty (40) hours a week.

For non-exempt bargaining unit employees hours of work are as follows:

- 8:30 a.m. - 5:00 p.m.
- 9:00 a.m. - 5:30 p.m.

Each employee's shift includes a one-half hour unpaid lunch.

Subject to client service needs, bargaining unit member needs, and the impact on other staff, the Managing Attorney of that office and a bargaining unit employee may agree to flextime work hours.

Each employee is also entitled to take a 10 minute off-duty, uninterrupted paid rest period each four (4) hours of continuous work (or major fraction thereof). Employees who work more than six hours in a day may take a second off-duty uninterrupted 10-minute paid rest period. Rest periods are not to be scheduled during the first or last hour of an employee's scheduled work day, nor are they to be taken in conjunction with lunch breaks.

## **ARTICLE 15. TIMING AND PAYMENT OF SALARY**

Pay periods shall be on a biweekly basis. Employees shall be paid for time worked during those periods. In the event that timesheet submission and/or pay days fall on a holiday or any other day on which the agency is closed, submission of timesheets and payment shall be made on the preceding work day.

Each employee shall maintain their timesheet in APILO's designated timekeeping program with timely submission to their immediate supervisor for approval, according to the biweekly calendar established by APILO Management. Payment of salary shall be timely, and occur according to the same biweekly calendar. The timesheet shall reflect all regular and overtime hours worked, and all leave time taken by the employee.

## **ARTICLE 16. WAGES**

Bargaining unit members shall be paid according the wage schedule below. Members with a satisfactory performance evaluation will be paid an annual increase on their anniversary date. In no case shall a new employee be paid more than a current employee in the same job classification with equal or more years of experience.

The across the board increases below are to be applied to each title in the bargaining unit. If the employee's performance evaluation has not been completed on or before their service anniversary date, the annual increase will be applied retroactively to their anniversary date upon completion of the employee's satisfactory performance evaluation.

**ANNUAL PAY INCREASES**

2019	2020	2021
2%	2%	4%

Entry level wages will be increased to the following amounts for these respective job titles:

- Attorney: \$55,000 (+10%)
- Non-Attorney: \$38,000 (+4.1 to 14.2%)

If, at the signing of this Agreement, a non-Attorney bargaining unit member makes less than \$38,000, or an Attorney makes less than \$55,000, they will receive an immediate increase to these respective wage levels.

**ARTICLE 17. COMPENSATORY TIME AND OVERTIME**

**Section 17.1. Overtime**

Eight hours of labor constitutes a day's work. With the approval of a member of APILO Management, non-exempt bargaining unit employees who work in excess of 8 hours in one workday or 40 hours per week shall be entitled to overtime pay at the rate of time and one-half of their straight time wage rate for each hour worked or fraction thereof. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

**Section 17.2. Compensatory Time**

Exempt bargaining unit employees who have worked hours beyond forty (40) hours in a week shall earn compensatory time on an hour-by-hour basis, one hour comp time for every one hour worked more than forty (40) hours in a week. Compensatory time may accrue up to twenty-four (24) hours. No additional compensatory time shall be earned beyond 24 hours until such unused time is taken.

Compensatory time will only be earned for the following activities: after-hours or weekend outreach, training, clinical, and fundraising activities performed on behalf of APILO or its

partners and requires approval in writing by the employee's immediate supervisor before it may be earned. Employees may take compensatory time as needed and as the workload permits. Approval to use compensatory time shall be granted unless the required time off would materially interfere with the provision of legal services to clients.

## **ARTICLE 18. LANGUAGE DIFFERENTIAL**

### **Section 18.1. Language Differential Pay**

An employee who is fluent in a predominant client language other than English and who uses that language in the performance of their job duties to speak with clients or orally interpret to and from that language shall receive an additional \$60.00 per month above their base pay.

An employee who is proficient in writing a predominant client language other than English and who regularly uses that language in the performance of their job duties to write to clients or perform written translation shall receive an additional \$70.00 per month above their base pay.

Once certified for interpretation (verbal) or translation (written), employees will be eligible for the language differential once per month, subject to periodic review demonstrating use of their designated language(s).

### **Section 18.2. Language Competency Test**

Payment of an oral or written bilingual differential may be subject to the employees' demonstrated competence to perform these duties, including passage of a reasonable oral or written test approved by the Employer. The Union shall have the right to consult on the content of the oral and/or written test as well as when and where the test will be administered.

### **Section 18.3. Language Differential Pay Required for Regular Translation Duties**

No employee shall be regularly required in the performance of job duties to perform oral or written translations of languages other than English unless he or she receives the appropriate bilingual differential. Employees who are occasionally required to perform translation duties and who do not receive the language differential shall have their workloads adjusted as necessary.

**ARTICLE 19. PAID TIME OFF**

1. Paid time off (PTO) shall replace paid vacation.
2. Paid time off shall begin to accrue upon date of hire, but may not be used until the employee has achieved 6 months of continuous, full-time employment, in good standing. Accrual rate of paid time off is as follows:

0 months – 2 years:	14 days or 112 hours (@ 4.3 hrs per pay period)
2 – 4 years:	17 days or 136 hours (@ 5.2 hrs per pay period)
4 – 10 years:	22 days or 176 hours (@ 6.7 hrs per pay period)
10 + years:	25 days or 200 hours (@ 7.6 hrs per pay period)

3. Eligible part-time employees accrue PTO on a pro-rata basis.
4. Eligible full-time employees may carry over accrued PTO from one calendar year to the next. However, after accumulating 200 hours of unused paid time off, no additional PTO shall be earned until such unused time is used. The PTO maximum balance for part-time employees shall be the same as full-time employees.
5. In addition to PTO, employees will be granted five (5) paid sick days per year at the start of each calendar year (e.g. January 1st). New hires will be granted their sick days upon the date of their hire. An employee's total sick time will be capped at 80 hours (e.g. 10 work days).
6. At the discretion of APILO Management, bargaining unit employees may donate unused sick time to other bargaining unit employees for a catastrophic illness (e.g. heart attack, stroke, cancer, or other chronic illness).

**ARTICLE 20. UNPAID LEAVES**

1. A regular employee may request an unpaid leave of absence by submitting a written request to the Administrative Director or Managing Attorney stating the reason for the leave and the proposed duration. Leave without pay may be granted for, but not limited to, long-term illness in the family or educational/bar examination leave. Such leave shall not be unreasonably denied if the period requested does not exceed ninety (90) days.
2. Requests for leave without pay of ninety (90) days or more, other than New Family Life Leave or Family Medical Leave, may be granted at the Administrative Director or Managing Attorney's discretion.
3. APILO Management shall grant leaves of absence to employees disabled due to work-related injuries in accordance with state and federal laws.

4. An employee on unpaid leave is not entitled to accrual of seniority during unpaid leaves or sabbatical, but will continue to accrue seniority for the full maternity leave and up to six (6) months of disability leave. If the employee's disability leave is unpaid by API Legal Outreach, but paid by the state, their leave days will not be counted towards seniority.
5. An employee on unpaid leave is not entitled to accrual of Personal Time Off (PTO) or sick time during any unpaid leaves, including disability, maternity leave, or sabbatical.

## **ARTICLE 21. SABBATICAL LEAVE**

After fifteen (15) years of continuous, full-time employment at API Legal Outreach, all full-time bargaining unit employees will be eligible for and shall be allowed to take a sabbatical consisting of up to three months of unpaid time off. After thirty (30) years of continuous, full-time employment at API Legal Outreach, all full-time bargaining unit employees will be eligible for up to six months of unpaid time off.

Current employees as of [date] will be eligible for the sabbatical leave based on their total years of service at API Legal Outreach. The sabbatical leave will not require additional funding by API Legal Outreach (that is, the sabbatical time off is considered unpaid), however, employees may use a combination of their accrued PTO and/or sick time with the three months sabbatical to take the maximum amount of time off of paid and unpaid leave available to them at the time of their sabbatical.

Sabbaticals will be limited to one employee at a time, with a maximum of three employees per year. Sabbatical leave is a one-time event for each employee. In the event of conflicting requests or overlapping time off, seniority shall dictate which employee's request will be approved.

During this time, employees shall not have responsibilities for work at API Legal Outreach.

Health, vision and dental benefits will continue during the sabbatical at the organization's expense, but sick leave and PTO do not accrue during the sabbatical unless the employee is using PTO, during which period sick and PTO will continue to accrue. For employees who receive payment in-lieu of health benefits, those payments shall continue for the duration of the sabbatical if such health coverage continues. Seniority shall also accrue during the sabbatical.

Sabbaticals must be arranged with and approved in advance by APILO Management. Employees who take a sabbatical leave are responsible for ensuring that all essential work and other responsibilities are assigned among other staff before their departure date. Upon return from the sabbatical, API Legal Outreach will reinstate the employee to the same or a comparable position to the one held before the leave began.

## **ARTICLE 22. NEW FAMILY LIFE AND MEDICAL LEAVE**

### **Section 22.1. Pregnancy Disability Leave**

Pregnancy Disability & Parental Leave is available to employees in the event of the birth or adoption of a child under the following provisions:

1. Any employee disabled on account of pregnancy shall be granted leave in accordance with state and federal laws. The employee shall give the Administrative Director or Managing Attorney advance notice of the proposed start date of the pregnancy disability leave.
2. The employee must first use their accrued sick leave during this period of disability. Thereafter, the employee may use accrued PTO at their discretion. If the employee's pregnancy-related disability continues beyond this time, they may take additional unpaid leave of up to four (4) months of additional leave time during this period of disability.
3. In the event that an employee's pregnancy-related disability extends beyond the four-month period, they may request additional unpaid leave upon written documentation by the employee's physician that the employee suffers a pregnancy-related disability which exceeds four (4) months. The request for additional unpaid leave shall be granted by the Administrative Director or Managing Attorney, upon written documentation by the employee's physician that the employee suffers a pregnancy-related disability which exceeds four (4) months. If approved, this extension of leave shall be extended for the duration of the pregnancy-related disability. This provision only applies to employees disabled due to pregnancy.
4. During the pregnancy disability leave, the employee will continue to receive applicable health benefits paid for by APILO Management to the same extent the employee would have received had the employee not taken pregnancy disability leave.

### **Section 22.2. Parental Leave (New Child Bonding Under CFRA)**

1. Bargaining unit employees who are not disabled due to pregnancy but who become new parents upon birth or adoption of a child may take their available accrued PTO as paid time off. In addition, eligible bargaining unit employees who have worked for APILO for at least 1,250 hours in the preceding year may take an unpaid leave of absence of up to three (3) months (equivalent to 12 weeks, taken continuously or in two-week increments). Additional leave may be granted at the discretion of the Administrative Director or Managing Attorney's, based upon the needs of the office, clients and as the workload permits.

2. During the Parental Leave, the employee will continue to receive applicable health benefits paid for by APILO Management to the same extent the employee would have received had the employee not taken CFRA New Child Bonding leave.

### **Section 22.3. California Family Rights Act (CFRA) Leave**

CFRA leave is available to all eligible employees who have worked at least 1,250 hours for APILO in the preceding year for needs such as: caring for a “close family member” with a serious illness, for an employee’s own serious health condition, for a qualifying exigency relating to a close family member’s military service, or for bonding with a newborn, adopted child or child placed for foster care. A “close family member” is defined for the purpose of this provision as: the employee’s parent, child, step-child, spouse, registered domestic partner, grandparent, grandchild, or sibling. Such CFRA leave shall be in accordance with State and Federal laws.

1. Employees shall be eligible for unpaid leave up to 12 weeks per year. For an ill or injured service member, the leave period shall be up to 26 weeks within a 12-month period.
2. An employee may substitute paid sick leave or PTO leave during the CFRA leave.
3. During the CFRA leave, the employee will continue to receive applicable health benefits paid for by APILO Management to the same extent the employee would have received had the employee not taken CFRA leave.
4. Following the CFRA leave, the employee shall be reinstated to the same or comparable position, but shall not accrue any non-health benefits afforded full-time staff (such as PTO accrual) during the CFRA leave period.
5. An employee may be eligible for Paid Family Leave in accordance with federal and state disability law.

### **ARTICLE 23. HOLIDAYS**

1. All regular and probationary full-time employees will receive eight hours of holiday benefits at their normal hourly rate for the following holidays, subject to the restrictions described below. All regular and probationary part-time employees will receive a pro-rated percentage of eight hours of benefits for the following holidays at their normal rate of pay and based on the number of hours they are regularly scheduled to work each week, subject to the restrictions described below.

- New Year's Day
  - Martin Luther King, Jr.'s Day
  - President's Day
  - Cesar Chavez Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Columbus/Indigenous Peoples' Day
  - Veteran's Day
  - Thanksgiving Day and the Friday following Thanksgiving
  - Christmas Day
2. Employees belonging to faiths other than the Christian faith or who observe ethnic-based holidays may request to exchange any of the above holidays for a holiday of their faith or ethnic group with reasonable notice and an indication of which holiday they are substituting.
  3. When a paid holiday falls on an eligible employees' normal day off, he/she/they may take the preceding or following day as the holiday.
  4. If a recognized holiday falls during an eligible employee's paid absence (e.g., PTO, sick leave), the employee will be eligible for holiday pay, the employee will be paid for the holiday and will not be charged with a day of paid absence for the day the holiday is observed.
  5. A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.
  6. APILO Management shall have the discretion on whether and to what degree the offices will remain open between Christmas and New Year's. APILO Management shall advise the Union by September 1st of each year of the office closure policy for that year. In no case shall bargaining unit employees be forced to use PTO, compensatory time or any other paid time off when the offices are closed.

**ARTICLE 24. FUNERAL LEAVE**

1. In the event of a death in the immediate family of a bargaining unit employee, the bargaining unit employee may take up to three (3) normally scheduled consecutive working days off with pay to arrange for and/or attend the funeral. "Immediate family" is defined for the purpose of this provision as: spouse, domestic partner, mother, father, sister, brother, child, current partner's or spouse's mother or father, grandparents, and grandchildren. The

employee may use additional days from accrued PTO, subject to the approval of the Administrative Director or Supervising Attorney.

2. In the event of a death of a non-immediate family member as defined in Paragraph 1, a bargaining unit employee may take up to three (3) days unpaid bereavement leave, subject to the approval of the Administrative Director or Supervising Attorney.
3. Employees who wish to take time off due to the death of an immediate family member should notify the Administrative Director or their Supervising Attorney in writing prior to taking leave.

**ARTICLE 25. LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING OR OTHER VIOLENT CRIME**

API Legal Outreach will provide unpaid time off to an employee who is the survivor of domestic violence, sexual assault, elder abuse, dating violence, stalking or other violent crime or who is the family member (as defined in the sick leave section) of a survivor of domestic violence, sexual assault, stalking or other violent crime, to help ensure the health, safety, or welfare of the person. This includes, inter alia, time off for court proceedings, counseling, medical attention, participation in safety planning programs, or other necessary activities for further the health, safety and welfare of the person. Employees may use accrued PTO or sick pay for this time off.

API Legal Outreach will also provide reasonable accommodations for a survivor of such violent crimes who requests an accommodation for the safety of the person while at work, unless such accommodation constitutes an undue hardship to the organization's business operations.

**ARTICLE 26. JURY OR WITNESS DUTY**

1. Employees will be excused from work with pay for up to two (2) weeks if required to perform jury or witness duty. Any employee called to jury or witness duty should give the Administrative Director and/or Supervising Attorney reasonable notice to allow sufficient time to arrange for that employee's duties to be adequately covered during their absence.
2. All employees are expected to report to work if his or her jury or witness duty does not require a full day's attendance.
3. Employees shall provide documentation of jury or witness duty and/or completion of jury or witness duty.
4. Any payment to an employee for jury or witness duty shall be credited against his or her salary from APILO. For any jury or witness service in excess of two (2) weeks that is unpaid

by APILO, the employee may retain any payment made to her or him by the state, county, or federal district.

## **ARTICLE 27. HEALTH, DENTAL, AND VISION INSURANCE**

### **Section 27.1. Health Insurance for Employees**

All regular full-time employees shall receive full health insurance through an employer-sponsored group health insurance provided by API Legal Outreach. The current agent for health insurance is One-Stop Payroll. Health insurance coverage is mandatory for regular full-time employees, who must have health insurance either through the employer-sponsored group plan provided by the agency or through other alternative health insurance coverage.

Employees who are entitled to health benefits may also pay for additional or dependent coverage through voluntary payroll deductions. Employees interested in additional coverage or who would like more information on health benefits should contact the Administrative Director or the Finance Coordinator.

### **Section 27.2. Options for Health Insurance Coverage**

The insurance premiums paid by API Legal Outreach for each eligible employee shall be based on either the (1) *Blue Shield Preferred Full PPO for Small Business 0* or (2) *Kaiser Platinum 0/20 \$20 Copayment HMO Plan*. The agency shall cover up to 100% of the premium rate of the plan chosen by the eligible employee from the two standard plans. Employees may also elect to enroll in a less expensive plan under the employer group policy, but will not be allowed to drop group plan coverage completely unless alternatively covered by insurance from a spouse, partner, or parent.

For staff covered by Medicare, APILO Management will pay for supplemental (Part B) coverage up to the maximum premium offered for Medicare supplemental coverage or the premium cap, whichever is less.

### **Section 27.3. Premium Cap**

There shall be a premium cap of \$1,300 per month per eligible staff for the designated *Blue Shield* and *Kaiser* medical insurance plans described in Section 26.2. The costs of vision and dental insurance do not count towards an employee's premium cap.

The premium cap will equal the maximum premium payment made by the agency for medical coverage on behalf of any employee. Costs in excess of the premium caps shall be the sole responsibility of the employee.

#### **Section 27.4. Substantial Changes to Health Insurance**

If the current health insurance provider proposes a rise in cost of more than twenty percent (20%) as its last offer, or should quotas or restrictions regarding numbers of employees enrolled be instituted by the insurance companies restricting enrollment in health insurance plans, APILO may propose a change in health providers and shall notify the Union within thirty (30) days and offer to bargain. The parties herein agree to reopen negotiations with respect to health care coverage only, so the parties may collaboratively explore lower cost alternatives.

As part of bargaining, APILO Management agrees to meet with the Union for a period not to exceed thirty (30) consecutive workdays to review the following, including but not limited to: cost implications and comparable provider alternatives. If the parties are unable to reach agreement regarding the change of a comprehensive health plan provider, the provider shall remain unchanged, unless the increase will likely result in a substantial reduction in client services and/or a reduction of the workforce, benefits, or wages.

#### **Section 27.5. Coverage for Spouses, Domestic Partners and/or Dependents**

Employees may obtain coverage for a spouse, California registered domestic partner, or dependents through API Legal Outreach's employer-sponsored *Blue Shield* or *Kaiser* group plan. However, the costs for health care coverage for a spouse, registered domestic partner, and/or dependents is the sole responsibility of the employee and will not be paid for by API Legal Outreach.

#### **Section 27.6. Alternative Insurance Options and Reimbursement**

Regular full-time employees who are covered by other health, dental, and vision coverage (e.g. through the employer of a spouse), may at their discretion, choose not to be covered by API Legal Outreach's health benefits and shall be reimbursed the actual cost of the alternative coverage. This reimbursement amount is also subject to the premium cap for health care coverage.

Reimbursement for health, dental and vision insurance is only available for those who have alternative insurance coverage. In order to qualify for reimbursement, employees must submit proof of coverage and proof of payment, showing the exact costs of their alternative coverage.

#### **Section 27.7. Dental and Vision Insurance Coverage**

APILO shall provide dental and vision insurance to all regular, full-time employees. Dental insurance coverage shall be provided through an employer-sponsored plan for all eligible employees. The coverage shall be substantially similar to the current dental insurance,

which is provided by Delta Dental (*\$1,000 Annual Maximum*) and administered by One Stop Payroll.

Vision insurance coverage shall be provided through an employer-sponsored plan for all eligible employees. The coverage shall be substantially similar to the current vision insurance, which is provided by Eye Med/Delta Dental and administered by One Stop Payroll. Employees shall be permitted to obtain dental and/or vision coverage for a spouse, domestic partner, and/or dependents through API Legal Outreach's available plans. The cost of such additional family members to an employee's dental or vision plan is that employee's sole responsibility and will not be paid for by the agency.

#### **Section 27.8. Administration of Health Benefits**

All employee contributions shall automatically be deducted from the employee's pay on a pro-rata basis each pay period. All probationary and regular employees shall become eligible for these benefits on the first day of the month following the month in which their employment commences.

#### **Section 27.9. No "Cash Out" of Health Benefits**

Employees shall not be entitled to "cash out" any of the above health, dental, or vision benefits should an employee, for whatever reason, decides not to obtain health, dental, or vision coverage from API Legal Outreach, a spouse or domestic partner, or by any other means.

#### **Section 27.10. Health Flexible Spending Account**

API Legal Outreach shall provide a self-funded Health Flexible Spending Account for its interested employees. Employees of API Legal Outreach may reduce their salaries and use pre-tax dollars to pay for qualified medical expenses not covered by the medical insurance policies through the Flexible Spending Account.

### **ARTICLE 28. LIFE INSURANCE**

APILO shall provide a \$50,000 life insurance policy to all eligible employees at no cost to the employee. So long as the life insurance policy permits, employees may choose to purchase additional life insurance upon the employee's written authorization that the cost of the additional life insurance is to be deducted from their pay. Coverage shall not be required for employees found ineligible for coverage by the designated insurance provider. APILO's premium contribution per employee shall be capped at \$300 per year, with excess costs covered by employee through payroll deduction.

**ARTICLE 29. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

API Legal Outreach shall provide an employee self-funded Dependent Care Flexible Spending Account for all interested employees. Employees may reduce their salaries and use pre-tax dollars to pay for child care or the care of a disabled dependent through API Legal Outreach's Dependent Care Spending Account.

**ARTICLE 30. RETIREMENT PLAN**

**Section 30.1.**

APILO will establish a tax-sheltered plan under Internal Revenue Code section 403(b) or 401(k) available to all regular employees, to be effective at the ratification of this contract. APILO will make no changes to the plan without prior notice and written consent of the Union.

**Section 30.2.**

APILO shall contribute to the retirement plan each year, with contributions paid monthly, the following amounts: nothing during an employee's probationary period or six months (whichever occurs first); thereafter, APILO will contribute a match of the employee's contribution of up to 1.5% of the employee's salary, including wage differentials.

**ARTICLE 31. OFFICE CONDITIONS**

**Section 31.1. Health and Safety**

APILO shall provide and maintain a healthy and safe working environment for all of its employees.

No employee shall be required to work under conditions which the employee has a reasonable, good faith belief are injurious to their health and safety. APILO shall make reasonable efforts to abate conditions about which an employee or employees complain. Should appropriate facilities be unavailable, APILO shall provide alternate, comparable accommodations to affected employees until the condition has been reasonably abated.

**Section 31.2. Office Space**

APILO shall ensure that all staff have office or work space and resources, including but not limited to: access to a working telephone, facsimile (a.k.a. fax), computer with high-speed internet access, filing areas, APILO materials and files, general office supplies and tissue boxes, as well as their own or a shared desk.

APILO shall provide an employee break/lunch room with appropriate furnishings and appliances.

The Employer shall make reasonable efforts to keep employees informed regarding the unavailability, breakdown, shutdown, and/or repair of equipment and facilities.

## **ARTICLE 32. TELECOMMUTING**

### **Section 32.1. Working Remotely and Flexible Scheduling**

Non-probationary exempt employees may occasionally work remotely at the discretion of APILO Management, so long as adequate staffing is available in the office (for example, for supervising students, intaking and meeting with clients) and professional responsibilities are met. As a client-facing organization, working remotely should only be used occasionally, as needed, to promote business efficiency. To work remotely, a request must be made to the employees' Supervisor at least forty eight hours (2 business days) prior to the first day of being out of the office. APILO Management shall respond the following day. APILO Management reserves the right to have staff be in the office as necessary for adequate staffing.

### **Section 32.2. Family Friendly Work Ordinance**

Requests for flexible and/or reliable work schedules will be considered by API Legal Outreach in accordance with San Francisco's Family Friendly Work Ordinance, and subject to enforcement by the Office of Labor Standards Enforcement.

## **ARTICLE 33. TRANSPORTATION/COMMUTER BENEFITS**

API Legal Outreach shall provide pre-tax transportation benefits to employees in accordance with the San Francisco Commuter Benefits Ordinance as required by applicable law. Employees of API Legal Outreach may elect to reduce their salaries and use pre-tax dollars to pay for transit passes and/or qualified parking up to the allowable limits. Qualified parking means: (a) parking on or near the business premises of API Legal Outreach; (b) parking on or near a location from which employees commute to work via mass transit, a vanpool or carpool. Certain transit passes, as API Legal Outreach makes them available, may also be purchased through this Program.

## **ARTICLE 34. BAR EXAMINATION, BAR LEAVE, AND PROFESSIONAL DUES**

### **Section 34.1.**

With the approval of the Administrative Director or Managing Attorney, an employee shall be allowed 20 working days unpaid leave to prepare for and take the California State Bar Examination. At the discretion of the Administrative Director or Managing Attorney, the employee may be granted a second unpaid leave under this article.

**Section 34.2.**

API Legal Outreach shall pay the California State Bar dues for each regular or probationary staff attorney. These dues shall be paid directly to the California State Bar in a timely manner. At the discretion of APILO Management, API Legal Outreach will pay local bar, county bar and/or professional membership dues if such membership is reasonably related to the performance of the employees' duties, up to \$100 per employee annually.

**ARTICLE 35. BREAST FEEDING POLICY**

Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive:

- Milk Expression Breaks: Breastfeeding employees are permitted break times to express breast milk during work hours. Employees may use paid break time for this purpose, and may use additional unpaid time as necessary.
- Private Place to Express Milk: A private room (not a restroom) is to be available for employees to express breast milk. The private room is to have a comfortable chair, electrical outlet, locking door, and be a reasonable distance from a refrigerator. Expressed milk may be stored in either the private room or 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.

**ARTICLE 36. MANAGEMENT OF WORKLOAD**

**Section 36.1.**

It is recognized that the management of APILO, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of APILO Management. Other rights and responsibilities belonging solely to the Management of APILO are hereby recognized, prominent among which, but by no means wholly inclusive, are: the right to decide the work to be performed in the unit, assignment of work, amount of supervision necessary, hours of operation, and the right to establish and enforce caseload standards.

It is further recognized the responsibility of APILO Management for the selection and direction of the working forces, including the right to hire, establish shop rules, suspend or discharge or otherwise discipline for just cause, assign, promote or demote, transfer, lay off, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in APILO Management, subject to the seniority rules, grievance procedure and other expressed provisions of this Agreement as set forth.

It is understood and agreed that all the rights, powers and authority of APILO are retained by the APILO Management, except those specifically abridged or modified by this Agreement and any supplementary agreements that may hereafter be made.

### **Section 36.2.**

To facilitate caseload control, APILO Management shall make available to bargaining unit members and the Union statistics on the total number of open cases and matters carried by each attorney and case worker, every six months or upon demand within ten (10) business days. This includes any members of APILO Management who are carrying cases. All employees, including APILO Management, shall be required to provide such information as is necessary to ensure the accuracy and timely compilation of case statistics. Consistent with the California Rules of Professional Responsibility, including but not limited to CRPR 3-110 and relevant malpractice guidelines, no bargaining members will be required to take on caseloads that would result in the incompetent provision of legal services.

## **ARTICLE 37. TRAINING**

1. APILO Management shall provide and make available to bargaining unit members training in the following areas:
  - a. An orientation within one week of initial employment as a regular employee regarding the history, policies and practices of APILO and more specifically, the project that the bargaining unit member works;
  - b. An orientation regarding the office procedures, APILO Leadership Team (including an agency organizational chart and the current Personnel Policy) and office supplies and equipment;
  - c. An overview of the basic skills necessary to ensure the competent performance of job duties and;
  - d. An orientation from the Union in order to orient him/her to the Union and this Agreement, consistent with Section 5 (Union Shop).
2. Each year, the bargaining unit member may participate in professional trainings if these trainings are free or subsidized by funders, and are reasonably related to the bargaining unit members' current job duties.
3. For trainings that are not free or otherwise subsidized by funders, a bargaining unit member may request that APILO Management pay for the employee to attend trainings that are reasonably related to the employee's job duties. Each bargaining unit member is allotted up to \$1,200 per year for training, which may be utilized with prior written approval of the employee's supervisor. When the bargaining unit member attends an approved training

during work hours, the employee shall be paid at his/her regular rate during these work hours.

4. Where requests to attend training are required, APILO Management shall timely respond within two weeks (14 days) to training requests after they are submitted. If a training request is denied, APILO Management shall provide the employee with a written justification, upon request by the employee. Requests for training shall not be unreasonably denied by APILO Management.
5. Any training materials paid for by APILO shall be shared with other staff, i.e., materials, books, videos and other educational aids. These materials shall be the property of APILO and shall be kept in the office for staff use.
6. APILO Management shall provide in-service training seminars periodically. All employees are required to attend all in-service training seminars, unless otherwise specified or approved by senior management or the employees' immediate supervisor. Failure to attend a seminar may be cause for disciplinary action. Employees shall not be disciplined where participation in in-service trainings conflicts with pre-approved PTO, illness, emergencies related to casework, or litigation schedules.

## **ARTICLE 38. PERFORMANCE EVALUATIONS**

### **Section 38.1. Evaluations of Employees**

1. A written performance evaluation of each employee shall occur annually and be placed in her/his personnel file. The in-person evaluation shall be scheduled no later than six (6) weeks after the employee's anniversary date. The in-person evaluation shall be conducted by the bargaining unit member's supervisor and may include a member of the APILO senior management team.
2. The written component of the performance evaluation will be developed jointly and agreed upon by representatives from APILO Management and Shop Stewards and/or the Shop Stewards' designees within 60 days of the signing of this Agreement. An equal number of management and union representatives will work jointly to develop this document. The development of the evaluation will include a review of best practices in performance evaluation. The evaluation will include a self-evaluation section and a section for evaluation by the bargaining unit member's supervisor. The performance evaluation form, once developed, will be available on the shared drive for all bargaining unit members and affirmatively provided to all new and existing employees.
3. The evaluation will proceed as follows:

- A. The bargaining unit member will complete the self-evaluation portion of the evaluation. The employee's completed self-evaluation will be provided to APILO Management no later than fourteen (14) calendar days prior to the scheduled evaluation date;
  - B. The supervisor will complete the supervisor section of the evaluation and provide a copy to the bargaining unit member no later than seven (7) days prior to the evaluation date. The supervisor's portion of the evaluation shall clearly indicate whether the employee's performance is deemed satisfactory, and every reason why.
  - C. The supervisor must meet with the bargaining unit member to discuss the evaluation. During this meeting, the supervisor and the bargaining unit member will refine job performance goals and priorities. Additionally, the supervisor and bargaining unit member shall use this meeting to develop the bargaining unit members' Professional Development Plan for the upcoming year, with the goal of maximizing the members' professional growth and successful performance of job duties.
- 4. If the performance evaluation will be used to deny or delay a step increase or otherwise take disciplinary action, the employee must be notified no less than seven (7) days prior to the in-person evaluation. In this limited circumstance, an employee is permitted to have a union representative at their evaluations.
  - 5. APILO Management may incorporate notes from the in-person meeting into a final performance evaluation and provide any updates to the bargaining unit member within five (5) days. The bargaining unit member shall have an opportunity to make written comments regarding the final evaluation. These written comments shall be attached to the final evaluation and become a part of the members' personnel file.

### **Section 38.2. Written Feedback of Supervisors and Management Team**

- 1. Members shall have an opportunity to submit formal written feedback for their immediate supervisor and senior management annually. The format for such annual feedback will be mutually agreed upon by the Union and APILO; such agreement will not be unreasonably withheld. Apart from the right to submit this feedback, this review and related process as outlined above shall not be subject to the Grievance/Problem Resolution Procedure of the parties' Agreement.

2. The format of this formal written feedback will be developed jointly and agreed upon by representatives from Management and the Union within 60 days of the signing of this agreement.

## **ARTICLE 39. LAYOFFS**

In the event that APILO Management believes that budgetary factors or staff reorganization(s) require reductions of a staff position or positions, APILO Management shall promptly notify the Union in writing, with supporting documentation, including the specific reasons for the need to downsize. If APILO Management desires to lay off staff for a reason other than seniority, as discussed below, APILO Management shall provide written justification for this decision in this initial notice. At the Union's request, within 10 days of such notice, the Union shall be entitled to a meeting to provide alternatives to layoffs, including, but not limited to, employees who voluntarily leave the organization to alleviate proposed downsizing.

If layoffs of staff attorneys become necessary, staff attorneys shall be laid off based on grant allocation, language need, then seniority, with the least senior bargaining unit member laid off first.

If layoffs of non-attorney staff become necessary, staff shall be laid off based on grant allocation, language need, then seniority, with the least senior bargaining unit member laid off first.

Once API Legal Outreach determines which positions (if any) shall be eliminated, API Legal Outreach shall advise the Union before any layoffs are implemented. The affected employee, as well as the Union, shall have at least thirty (30) days' notice of such a determination. The Union shall have the opportunity to provide input within 5 days of that notice. Layoff decisions remain in API Legal Outreach's discretion.

Any bargaining unit employee who is laid off shall be entitled to Severance Pay based on years of service using the following schedule:

### Seniority (as defined in Article 5) Severance Pay

- 0 months through 10 years of service      2 weeks
- More than 10 years of service              4 weeks

## **ARTICLE 40. PERSONNEL DATA CHANGES**

It is the responsibility of each employee to promptly notify API Legal Outreach of any changes in personnel data. Personal mailing addresses, telephone numbers, names of dependents and number of dependents, individuals to be contacted in the event of an emergency, educational

accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, the employee should notify the Administrative Director in writing.

APILO Management will forward relevant personnel information to the Union, consistent with this Agreement, within thirty (30) days thereafter.

**ARTICLE 41. PERSONNEL FILES**

1. APILO Management shall maintain a copy of each employee's personnel file in the office where each employee physically works. The file shall contain all of the employee's personnel records that are, or have been used to determine the employee's qualifications for employment, promotion, compensation, and termination or other disciplinary action. Personnel files shall be maintained for three (3) years after an employee leaves APILO, as required by California law.
2. An employee shall receive a copy of any document related to his or her job performance or character that has been placed in her or his personnel file based on the requirements imposed by California law. At the employee's request, APILO Management shall within 30 days, allow the employee to inspect her or his personnel file. The Union's access to employee records shall be for good cause only, with written authorization by the employee.
3. An employee shall have the right to submit a written request to correct alleged errors and/or inaccuracies in his or her personnel file and may submit a statement related to any document related to their job performance. Such requests or statements shall become part of the personnel file. Any employee may challenge any information in their personnel file via this written request and statement procedure and through the grievance procedure.
4. Except in response to claims filed against APILO Management or in response to legal process or as necessary to comply with State or Federal reporting requirements, or as required by funding or grant contracts, APILO Management shall not provide information on any employee to any government or private investigatory agency. If APILO Management does provide such information, APILO Management shall provide written notification to employees or former employees if this information is disclosed. However, APILO Management may, as a service to employees, routinely verify the fact of employment pursuant to a standard request from any lending or credit institution unless the employee directs APILO Management in writing to not do so.

**ARTICLE 42. EXPENSE REIMBURSEMENT**

API Legal Outreach shall pay for all reasonable approved business expenses of employees when such expenses are required to perform API Legal Outreach business.

Litigation expenses shall be reimbursed to employees. Employees will inform supervisors or managers as soon as practicable of such expenses.

Non-litigation related trip requests, clearly stating the business purpose and estimated cost, must be submitted in writing to APILO Management for approval at least one week before the departure.

Consistent with IRS regulations, employees shall submit a brief contemporaneous report of the business purpose of the expense of the trip along with appropriate receipts for reimbursement. Trip reports and reimbursement requests should normally be submitted on a monthly basis, or no later than quarterly if monthly is not possible. Bargaining unit employees shall be reimbursed for their expenses within thirty (30) days of submitting their reimbursement request.

Public transit, mileage, and parking for approved business purposes will be reimbursed upon presentation of reimbursement requests with appropriate receipts. Bridge toll reimbursement will not require receipts.

Rideshare/taxi costs will be reimbursed, with pre-approval, if there are two or more persons traveling, or there is no bus service/public transportation available. In the event that an employee needs to use a rideshare for safety reasons, rideshare costs up to \$20 (twenty) will be reimbursed, without prior approval. Employees shall make every effort to obtain the lowest reasonable costs for fares and accommodations.

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*[Signatures to follow on next page]*

Executed on this 18<sup>th</sup> day of January, 2019.

**COMMUNICATIONS WORKERS OF AMERICA (CWA)**



Decovan Rhem  
President, CWA Local 9415



Nancy Wong  
CWA Committee Member



Arati Vasan  
CWA Committee Member

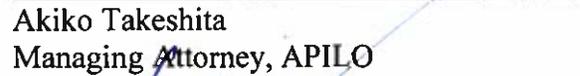


Nghi Huynh  
CWA Committee Member

**ASIAN PACIFIC ISLANDER LEGAL OUTREACH (APILO)**



Jerri Kay-Phillips  
Hanson Bridgett LLP on behalf of APILO



Akiko Takeshita  
Managing Attorney, APILO



Esther Leong  
Administrative Director, APILO



Jesiros D. Bautista  
Co-Chair, APILO Board of Directors