

Collective Bargaining Agreement

Between



Law Foundation of Silicon Valley

And



SEIU Local 521

Service Employees International Union, CTW, CLC

October 1, 2010 ~ September 30, 2014

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ARTICLE 1–RECOGNITION

Section 1–Recognition

The Law Foundation of Silicon Valley, hereinafter referred to as the Employer or the Law Foundation, agrees to recognize Service Workers Union Local 521, SEIU, as the exclusive bargaining agent for all employees of the Law Foundation, except those excluded in Section 2.

Section 2–Exclusions

Excluded from the bargaining unit are law students and other students in internship positions; volunteers; Jesuit Volunteers; supervisors and managers, as defined under the National Labor Relations Act; the Chief Financial Officer; the Human Resources Manager; the Director of Development and the Controller. Also excluded from the bargaining unit are employees working in temporary positions fewer than 4 weeks.

Unless otherwise noted below, excluded from the bargaining unit are all employees working 21 hours or fewer per week. The Law Foundation may calculate the 21-hour threshold using the average time worked per week over the course of four weeks.

Every six months, a non-exempt employee may exceed the specified 21 hour average per week threshold in one continuous four week period. The six month period shall be calculated from the month the employee exceeded the threshold.

Section 3–Fellowships

Notwithstanding Section 1, employees hired for external or internal fellowships with an established tenure shall be union members, but ARTICLE 14 – PROGRESSIVE DISCIPLINE shall not apply to fellows: management is not required to follow progressive discipline steps to terminate a fellow at the end of the established tenure of the fellowship. For any fellow who is subsequently hired as a permanent employee, seniority will be determined by the first date of the employee’s fellowship.

Section 4–Modified Memberships

Notwithstanding Section 2, employees working in a temporary position fewer than 7 months will be Union members but will not be entitled to protections under ARTICLE 4 - CONTINUING EDUCATION; ARTICLE 14 – PROGRESSIVE DISCIPLINE; ARTICLE 15 - LAYOFF; ARTICLE 17 - INSURANCE BENEFITS; ARTICLE 18 – FLEXIBLE SPENDING ACCOUNT; ARTICLE 19 - RETIREMENT PLAN; ARTICLE 26 - WAGES; ARTICLE 31 – SENIOR STATUS CRITERIA; or ARTICLE 32 – LEAD POSITION. Management is not required to follow progressive discipline steps to terminate an employee working fewer than 7 months at the end of the temporary employment. However, any member working in a temporary position for more than 7 months shall, after 7 months, enjoy full Union membership as a permanent employee. For any non-fellow temporary employee, seniority will be determined as described in Article 15.

ARTICLE 2–UNION SECURITY

All current bargaining unit employees shall either be members of the union or pay the union a service fee in an amount set by the union.

All bargaining unit employees who are hired after the ratification of the agreement shall be notified of their obligation to become members of the union or pay a service fee. If a bargaining unit employee fails to join after 30 days, the Law Foundation shall commence dues deduction for said employee.

Upon receipt of a written authorization signed by the bargaining unit employee, the Law Foundation shall deduct one of the following: monthly dues, a service fee determined by the union; or if the employee qualifies a charity fee equal to the service fee.

The union shall inform the Law Foundation promptly in the event of any changes in its dues structure or service fee. The Law Foundation shall promptly forward any dues and/or service fees collected to Local 521's office.

Charity Fee Deduction

To qualify for the deduction of the charity fee, in lieu of paying dues or an agency fee, the bargaining unit employee must certify to the union and the Law Foundation that he/she is a member of a bona fide religious body whose traditional tenets or teachings include objections to joining or financially supporting public employee organizations. The charity fee deduction may be made to a qualified 501(c)(3) non-profit organization of the employee's choice.

The union agrees to indemnify and hold the Law Foundation harmless against all forms of liability that may arise out of or occur by reason of the implementation of this union security provision.

COPE Deduction

Workers may voluntarily elect to have contributions deducted from their paychecks for Local 521 COPE fund. Such deduction shall be made upon signed authorization from the worker and shall be continued until such authorization is revoked in writing. The employer shall transmit to the union such deductions once monthly on a check separate from regular dues deduction.

ARTICLE 3–NON DISCRIMINATION

The Law Foundation values diversity in its staff. We make employment decisions based on merit and business needs. We do not discriminate based on race, national origin, citizenship, ancestry, color, creed, religion, familial status, marital status, veteran status,

sexual orientation, sex, gender identity, age, disability, medical condition, or the perception thereof. We support the employment of people with disabilities and the Americans with Disabilities Act (ADA). We have taken steps to make our work facilities accessible as defined by federal and state statutes. To comply with applicable laws ensuring equal opportunities to qualified individuals with disabilities, the Law Foundation will make reasonable accommodations for known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship or fundamental alteration of the program would result.

The Law Foundation is committed to providing a work environment free of harassment. The Law Foundation maintains a strict policy prohibiting sexual harassment and harassment because of race, religion, creed, color, national origin, ancestry, mental or physical disability, medical condition, marital status, age, sexual orientation, gender identity, or any other basis protected by federal, state or local law, ordinance or regulation. Irrespective of law, the Law Foundation believes that all such harassment is both morally wrong and offensive. The Law Foundation's anti-harassment policy applies to *all* persons involved in the operations of the Law Foundation and prohibits harassment by any staff member of the Law Foundation, managers and co-workers.

Violation of this policy will result in discipline, which may include discharge, depending on the seriousness of the violation. Harassment in any form, including verbal, physical and visual conduct, threats, demands and retaliation, is prohibited.

To ensure that potential harassment is addressed promptly, all employees are strongly encouraged to notify their supervisors or another managerial staff member immediately if the employee becomes aware that another employee is being or has been subjected to unwelcome harassment, as described below. Those employees who direct the work of other employees are required to notify their supervisors or another managerial staff member immediately if the employee becomes aware that another employee is being or has been subjected to unwelcome harassment.

If an employee provides information regarding unwelcome harassment to a union steward, in the context of the union steward's union role, the employee may elect for the steward to keep the information confidential so long as the steward does not direct the work of other employees at the Law Foundation. In adopting this provision, it is understood that the Law Foundation cannot investigate claims of harassment without knowledge.

Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations, comments or spreading rumors about sexual behavior;
- Visual conduct such as derogatory posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work directed at you because of your sex or race or any other protected basis;
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, and offers of job benefits in exchange for sexual favors; and/or
- Retaliation for having reported or threatened to report harassment.

A staff member may have a claim of harassment even if he/she has not lost a job or some other economic benefit. The law prohibits any form of protected-basis harassment which impairs your working ability or emotional well-being at work.

If a staff member thinks he/she is being harassed on the job because of his/her race, creed, religion, color, national origin, ancestry, sex, age, marital status, medical condition, physical or mental disability, sexual orientation, gender identity or other protected basis, he/she should use the procedure outlined in this policy to file a complaint and have it investigated.

Each staff member has a right to redress for unlawful harassment. In order to secure this right, the staff member should provide a complaint, preferably but not necessarily in writing, to his/her own Directing Attorney or the Human Resources Manager as soon as possible after any incident the staff member feels is prohibited harassment.

The complaint should include the details of the incident or incidents, the names of the individuals involved and the names of any witnesses. All harassment complaints will be referred to the Human Resources Manager or another designee to investigate. The Law Foundation will immediately undertake an effective, thorough and objective investigation of the harassment allegations. All employees, including managers, have a duty to cooperate in the investigation of an allegation of discrimination or harassment. This investigation will be completed and a determination regarding the alleged harassment will be made and communicated to the complainant as soon as practical.

If the Law Foundation determines that this policy has been violated, it will take effective remedial action commensurate with the severity of the offense. Appropriate action will also be taken to deter any further harassment. The results of the investigation will be reported, to the extent allowed by law, to the complainant.

Employees, including managers, may not retaliate against any individual for reporting incidents of discrimination or harassment, including perceived discrimination or harassment, or participating in investigation of such allegations.

Staff members should be aware that the California Department of Fair Employment and Housing investigates and prosecutes complaints of prohibited harassment in employment. If a staff member thinks he/she has been harassed or that he/she has been retaliated against for resisting or complaining, he/she may file a complaint with the Department. The nearest Department office is listed in the telephone book. The Department will investigate the complaint. If the complaint has merit, the Department will attempt to resolve it.

If no resolution is possible, the Department may prosecute the case with its own attorney before the Fair Employment and Housing Commission. The Commission may order the harassment stopped and can require the employer to pay money damages and reinstate the staff member or give other appropriate relief.

ARTICLE 4—CONTINUING EDUCATION

The Law Foundation encourages the continuing education of its employees and will sponsor attendance at certain seminars and meetings which cover appropriate subjects related to the maintenance of State of California licenses or which focus on the improvement of job-related skills. An employee who is interested in attending a meeting or seminar which appears to have merit should complete appropriate forms and furnish other available information, such as brochures, to the directing attorney for approval prior to registering for any training. During the first two fiscal years in which an employee works at the Law Foundation, the Law Foundation shall allocate at least \$700 per fiscal year for continuing education and reasonable costs relating to continuing education, including transportation and lodging costs. During subsequent years of employment, employees shall be entitled to \$500 per fiscal year for continuing education.

For FY 2010-2011, the continuing education funds described above shall be made available to employees on October 1, 2010. Each employee shall be entitled to keep any remaining funds in his or her training budget as of September 30, 2010, so long as the total amount in the individual employee's training budget does not exceed \$1400.

For subsequent fiscal years, continuing education funds shall be made available immediately upon the beginning of the fiscal year.

Any remaining balance at the end of each fiscal year shall be rolled over into the member's continuing education allocation for the following year, so long as the total balance in the member's training budget does not exceed \$1400.

Union members may seek approval from their directing attorneys to exceed their continuing education allocation; management may grant these requests at its discretion.

ARTICLE 5—UNION ACCESS

The Union representative(s) shall be permitted to visit members of the bargaining unit at the work location during non-work time. Members of the bargaining unit may schedule use of the Law Foundation's meeting facilities with first priority, however, given to the Law Foundation.

Bargaining unit members may meet in a Law Foundation meeting room. Members of the bargaining unit may schedule use of a Law Foundation meeting room with first priority, however, given to the Law Foundation.

ARTICLE 6—MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary functions of management including, but not limited to, the following:

1. The determination or modification of the Employer's goals and objectives, including the determination or modification of the nature and scope of Employer's functions, the determination or modification of the size, number, location, and function of Employer's organizational units or other activities;
2. The specification and acquisition of apparatus, equipment or other materials, including program materials, and the use of such apparatus, equipment or material;
3. The establishment of methods of operation and procedures, including, for example, program and client evaluation procedures and the institution of technological alterations in processes or equipment or both;
4. The expansion or contraction of Employer's services generally, or any activity or function specifically, and the determination of appropriate staffing levels within the bargaining unit generally, or any department, activity or function specifically;

5. The direction of the working forces, including the right to determine within the scope of job classification work and duty assignments and to determine whether or not particular assignments are to be performed by employees covered by this Agreement;
6. The recruitment, utilization and assignment of volunteers to assist and supplement the regular staff. Such volunteers will not be considered members of the bargaining unit;
7. The contracting with consultants and specialists to perform special assignments under direct supervision; it being understood and agreed that the regular staff will cooperate with such consultants and specialists in the performance of their assignments;
8. The design and implementation of safety programs and plans for increased efficiency;
9. The determination of employee qualifications;
10. The right to select and hire new employees including temporary employees;
11. The right to determine and reward meritorious performance; the right to evaluate and monitor job performance;
12. The right to select or employ supervisory employees (although the Employer shall give due consideration to possible promotion from within);
13. The right to determine the number of hours worked, the schedule of the workday, schedule of lunch time and break times, the amount of overtime to be worked, if any, and the employees working such overtime, except as otherwise provided for in this Agreement.
14. The right to determine the scheduling of vacations and other time off;
15. The right to establish and enforce reasonable rules and regulations pertaining to conduct and deportment of employees, such reasonableness being subject to the provisions of ARTICLE 13–GRIEVANCE PROCEDURE;
16. The right to protect the safety and welfare of clients served and take whatever action(s) are necessary to assure same;
17. The right to determine the salary of employees within the salary range assigned to the classification of assignment or hire;
18. Nothing in this section authorizes the Law Foundation to unilaterally change past practices.

ARTICLE 7–PERFORMANCE EVALUATIONS

Supervisors and employees are encouraged to discuss job performance and goals on an on-going basis. The employee evaluation process is intended to be a constructive, concrete, goal-directed exchange between the employee and supervisor.

It focuses on recognizing efforts and accomplishments and improving a) the work of the employee; b) the relationship between the employee and supervisor, and c) the achievement of the goals of the specific work unit and the Law Foundation as a whole.

Procedure

Formal written performance reviews are completed at regular intervals, generally at 4 months and one year following hire or job change. Thereafter, the Law Foundation will complete annual written reviews for each employee. The review is completed by the employee's immediate supervisor. The employee shall receive a copy of the performance review.

The Executive Director will be responsible for the review of the Program Directors; the Board of Directors will be responsible for the review of the Executive Director.

Staff's input shall be solicited for reviews of the Program Directors, Supervising Attorneys and Supervising Social Worker.

ARTICLE 8–INTRODUCTORY PERIOD

All new hires, and those employees in new positions, will serve an introductory period of 4 months. During that period, supervisors will meet with the new employee to assess and make recommendations about their work.

The employee and Law Foundation may agree in writing to extend the introductory period for up to 4 months. In the event the introductory period is so extended, the employee shall receive a written recommendation about how his or her work performance can be improved.

ARTICLE 9–PAY CHECKS

Employees are paid twice monthly on the workday closest to the 15th and the last day of the month. Employees may choose direct deposit of their pay by providing the accounting office with written authorization and required information. The employee choosing direct deposit will receive an itemized statement of earnings in lieu of a paycheck.

ARTICLE 10–PAY PERIODS

There are twenty-four pay periods per year, the 1st through 15th day of each month and the 16th through the last day of each month.

ARTICLE 11–HOURS

The Law Foundation of Silicon Valley's hours of operation to the public are normally 9:00 a.m. to 5:00 p.m. Monday through Friday. The normal workday for non-exempt employees is 9:00 a.m. to 5:00 p.m. Monday through Friday with 1 hour (unpaid) for lunch. Because the Law Foundation and the Union recognize that the availability of flexible scheduling is a valuable benefit to all employees, non-exempt employees may work alternative schedules, provided that such changes do not interfere with program services, contract obligations or client needs. Non-exempt employees wishing to work flexible schedules must submit requests to the employee's supervisor. Individual employee's work schedules may be changed as necessary, by the Executive Director or the employee's supervisor.

Exempt employees are expected to be generally available during normal work hours. Because of the nature of the work of the Law Foundation of Silicon Valley, it is recognized that exempt staff may work hours other than those above and that exempt employees have the discretion to manage their own hours.

Therefore, the above hours are a guideline for exempt employees. Exempt employees are expected to work the number of hours required to perform their work duties.

Rest Breaks

All non-exempt employees receive two fifteen-minute breaks (paid) during each full workday, one mid-morning and one mid-afternoon. Break time may not be accumulated or combined with other breaks or lunch time.

ARTICLE 12–OVERTIME

Definition

Law Foundation employees are classified, for purposes of overtime compensation, as "exempt" or "non-exempt," following guidelines of the federal Fair Labor Standards Act (FLSA) and the California Industrial Welfare Commission (CIWC). If at least 50% of an employee's work is executive, administrative, professional, managerial or supervisory, that employee is exempt from the provisions of the FLSA and does not receive overtime pay. Exempt employees include the following job classifications: attorney, social worker, events & communications coordinator, and advocate. Non-exempt employees include the following job classifications: administrative, outreach coordinator, paralegal, investigator, and contracts coordinator.

Eligibility

Exempt employees are not eligible for overtime pay. Non-exempt employees who work overtime are eligible for overtime pay.

Non-exempt employees should not work overtime without prior approval from a Program Director or the Executive Director. If in the non-exempt employee's judgment, overtime is necessary and prior approval is impractical, then the employee can obtain approval after the fact.

Computation

Overtime for all non-exempt employees will be computed at 1 1/2 times the employee's regular hourly rate for hours worked in excess of 8 but less than 12 hours per day **or** in excess of 35 hours per week, and two times the employee's regular hourly rate for hours worked in excess of twelve hours per day and in excess of 8 hours worked on the 7th day of work of any work week. The work week for computation of paid overtime will run from Monday through Sunday. In every instance, State and Federal law and regulations will prevail.

Only those hours actually worked are added together to determine an employee's overtime pay. Paid holidays, paid vacation and paid sick leave, for example, are not hours worked and therefore are not counted in making overtime calculations.

Subject to the provisions of ARTICLE 25-LEAVES concerning supervisory approval, the non-exempt employee will have the right to choose either paid overtime or compensatory time once management has authorized the work. Compensatory time shall be taken during the same pay period in which the right to overtime accrued or the following pay period. The election of compensatory time shall be made in writing. Authorization of overtime should not be contingent upon the employee choosing to be paid overtime or compensatory time.

ARTICLE 13–GRIEVANCE PROCEDURE

"Grievance" is a dispute concerning the application of a specific provision of the Agreement and will be subject to the following procedure. The aggrieved employee may have a union steward or other representative present at all steps in the grievance process.

For grievances in response to a Progressive Discipline action taken by management under Article 14, the aggrieved employee shall begin the grievance process at Step 3 and shall submit the grievance in writing to the Executive Director within twenty (20) working days after the Progressive Discipline action is taken.

Any party may request a non-binding mediator at any point after Step 3.

Step 1: An aggrieved employee shall first attempt to resolve the grievance informally by discussing the grievance with the person with whom he/she is having the dispute within ten (10) working days of the event giving rise to the grievance, or of the date of discovery of the subject of the grievance by the aggrieved employee, whichever is later.

While aggrieved employees should attempt informal resolution of the grievance, failure to reach resolution or impasse at this stage of the process shall not serve as a bar to the aggrieved employee's proceeding to Step 2, Step 3, or Step 4 of the grievance procedure, as appropriate.

Step 2: After attempting to resolve the grievance informally, an aggrieved employee shall contact his/her Directing Attorney within fifteen (15) working days from the date of the event giving rise to the grievance or the date of discovery of the event, whichever is later. The employee shall inform the Directing Attorney that the grievance is being made pursuant to this Article. The Directing Attorney shall attempt to resolve the grievance; the Directing Attorney shall respond in writing within ten (10) working days of receiving such a grievance.

If the Directing Attorney is the subject of the grievance, the aggrieved employee may choose to start the grievance at Step 3.

Step 3: If the grievance is not satisfactorily resolved by the Directing Attorney, then an aggrieved employee shall submit the grievance in writing, with a copy to the Directing Attorney, to the Executive Director within ten (10) working days after a decision by the Directing Attorney, or, if the Directing Attorney is the subject of the grievance, within fifteen (15) working days from the date of the event giving rise to the grievance or discovery of the event. The aggrieved employee shall identify the provision of this Agreement believed to have been violated, the remedy sought, and the reason why the Directing Attorney's proposed resolution of the problem is unacceptable.

The Executive Director will attempt to resolve the dispute after consultation with the Directing Attorney and will meet with the aggrieved employee. The Executive Director will issue a written decision regarding the dispute within ten (10) working days of receipt of the written grievance from an aggrieved employee.

If the Executive Director is the subject of the grievance, the aggrieved employee may choose to start the grievance at Step 4.

If the grievance involves a client matter, the aggrieved employee shall forego Step 3 and skip to Step 4.

Step 4: If the dispute is not resolved in Steps 1 to 3, above, the aggrieved employee will have ten (10) working days from the previous applicable grievance decision (i.e., at Step 2 or Step 3) to move the grievance to a panel by submitting a written grievance to the Human Resources Manager. The panel shall consist of five (5) members. Members shall include three (3) members from the Executive Committee of the Board of Directors and two (2) members of the union. However, the Executive Director shall not be among the three Executive Committee members to serve on the panel. Once the panel members have been selected, neither the Executive Director nor any member of the management shall be permitted to communicate with the members of the panel regarding the grievance outside the presence of the aggrieved employee. Neither the aggrieved employee nor any union member who is not a member of the panel may communicate with the members of the panel regarding the grievance outside the presence of a member of Law Foundation management. The Executive Director and/or the Directing Attorney involved in the grievance may brief the panel in writing, but a copy of that briefing must be provided to the aggrieved employee. The decision of the panel shall be final.

Parties may mutually consent, in writing, to extend time limits set forth in this article.

The terms of this article shall not be interpreted to preclude any other legal remedies to which the aggrieved employee would otherwise be entitled.

ARTICLE 14–PROGRESSIVE DISCIPLINE

No employee will be disciplined without just cause. In handling disciplinary matters, the Law Foundation intends that the discipline shall be commensurate with the offense. The following progressive steps shall be taken in order, unless management decides that the incident giving rise to the discipline is of such a nature that progressive discipline is not appropriate or that advancing to a higher step in the process is warranted.

The employee may have a union steward or other representative present during any of the actions listed in this Article and shall notify his/her Directing Attorney of his/her intent to have such a representative present.

Step 1: Verbal Warning:

A verbal warning shall be provided by the employee's supervisor or other available manager and should be separate from on-going worksite feedback or dialogue addressing performance or conduct. The employee's supervisor or other available manager shall inform the employee that the verbal warning is being given pursuant to this Article and inform the employee that if the performance or conduct is not improved, it may result in disciplinary action.

Step 2: Written Warning or Performance Improvement Plan:

Further misconduct or the failure to improve following a verbal warning will result in a written warning or a performance improvement plan. A written disciplinary warning shall be provided to the employee, with a performance plan included, when appropriate. The employee's supervisor or other available manager shall inform the employee that the written warning is being given pursuant to this Article and inform the employee that if the performance or conduct is not improved, it may result in further disciplinary action. A copy of the warning and/or plan will also be delivered to the Union both by hand delivery to the chief steward and by mail to SEIU Local 521, postmarked within two working days of the employee receiving the warning. The written warning shall notify the employee that failure to improve could result in further discipline, including, but not limited to, suspension or termination.

An employee has the right to respond in writing to the Written Warning or Performance Improvement Plan. A copy of the employee's written response shall be placed in the Employee's personnel file attached to the Written Warning or Performance Improvement Plan.

A copy of the Written Warning or Performance Improvement Plan, along with any written response from the employee, shall be placed in the employee's personnel file for a period of three years. At the end of those three years, the employee shall have the right to elect that those documents be sealed. The Written Warning or Performance Improvement Plan shall contain language informing the employee of this right. The documents may be unsealed by the Law Foundation only upon the filing of legal action by the employee. If the employee is subject to further formal discipline regarding the same or substantially related issues within three years, the employee may not elect for sealing of the documents until three years from the last date of formal discipline have elapsed. Once three years from the last date of formal discipline have elapsed, the employee may elect to have documents from that incident, as well as documents from previous substantially related incidents, sealed.

Step 3: Demotion from Lead Status, Suspension or Termination:

Further misconduct, failure to improve, or failure to comply with the Performance Improvement Plan will result in further discipline including demotion from lead status, suspension and/or termination. Should the Law Foundation find it necessary to demote from lead status, suspend or terminate an employee, the demotion, suspension or termination shall be in writing, with a copy provided to the Union by hand delivery to the chief steward and by mail to SEIU Local 521, postmarked within two working days of the employee receiving the discipline.

This Article does not apply to introductory employees as defined in Article 8.

ARTICLE 15–LAYOFF

Although the Law Foundation desires that no layoffs will be required, financial constraints may dictate otherwise. If the Executive Director and the Board of Directors deem layoffs or elimination of positions are necessary, the Executive Director will notify the Union at least 35 calendar days prior to any layoff or elimination of positions and, if the Union so requests, will engage in impact bargaining with the Union regarding the intended layoff or elimination of positions. The Union shall have ten (10) working days from the date of the notice of layoffs or elimination of positions to issue a request for impact bargaining.

Layoffs shall be by job category according to reverse order of seniority.

For purposes of this Article, the following positions or groupings of positions shall be treated as different job categories:

1. Attorneys
2. Social Workers and Advocates. The Law Foundation reserves the right to treat Advocates as a separate job category for purposes of this Article in the event that \$250,000 in revenue is lost from either the Patients Rights Contract or a combination of that contract and the County PATH contract.
3. Administrative staff. For purposes of this Article, the term “administrative staff” includes legal secretaries, administrative assistants, office managers, and intake specialists.
4. Paralegals, investigators, outreach coordinators, contract coordinators, and events and communications coordinator.

Senior, non-senior and lead employees in the same position shall be treated as belonging to the same job category.

Unless otherwise stated, for purposes of this Contract, seniority shall be determined by the first date of paid service with the Law Foundation, with the following adjustments:

- If the employee has been employed by the Law Foundation multiple times with breaks in employment due to the employee’s voluntary separation from the Law Foundation, seniority shall be calculated from the first date of paid service during the current period of continuous employment. Movement from one Law Foundation program to another shall not alter this calculation so long as there has been no voluntary break in employment by the Law Foundation.
- If the employee has been employed by the Law Foundation multiple times with breaks in employment due to layoffs, seniority shall be calculated

from the first date of paid service during the current period of continuous employment. In addition, the employee shall receive seniority credit for all previous periods of employment by the Law Foundation that were terminated due to involuntary layoffs.

- The calculation of seniority shall not be altered by interruptions in service due to leaves provided for in ARTICLE 25-LEAVES or to which employees are otherwise legally entitled, except that credit toward seniority will stop accruing for any parental leave or disability leave in excess of six (6) months and shall resume upon the employee's return to active status.

In cases where two or more employees have the same first date of paid service but fewer than all of those employees will be laid off, the determination as to which of those employees will be laid off shall be made by random selection at the time the Executive Director and the Board of Directors deem layoffs to be necessary. The Executive Director or a designee shall conduct the random selection in the presence of at least one union steward.

While the Executive Director and Board of Directors have discretion as to which job category/categories will be subject to layoffs, the Executive Director shall explain to the Union the rationale for the choice of job class(es) as part of the impact bargaining process.

Upon implementation of a layoff, the Law Foundation retains the right to reassign employees in accordance with organizational needs.

The Law Foundation shall provide any employees to be laid off with notice of at least thirty (30) calendar days in advance of the anticipated last date of paid service and shall provide severance in accordance with the following:

1. If an employee has worked between four and six months for the Law Foundation, the employee shall receive fifteen (15) days of severance pay.
2. If an employee has worked more than six months for the Law Foundation, the employee shall receive thirty (30) days of severance pay.

In the event of layoffs any employees that were laid off shall be put on a reemployment list for two years. The individuals on the reemployment list shall be recalled for positions held or qualified for, in order of seniority, prior to any offers of employment being made. The Law Foundation shall provide written notice of the employee's recall, mailed to the individual's last known address. The individual shall have ten (10) business days from the date of the notification of recall being mailed to accept or reject the offer of employment. Failure to respond within ten (10) business days constitutes a

waiver of any rights that the employee has to the position for which s/he was recalled. The employee's rejection of a recall offer for a position in the employee's last job classification (i.e., an attorney position for an attorney, a social worker position for a social worker, an intake worker position for an intake worker, etc.) or failure to notify the Law Foundation of his/her decision to accept or reject the offer of employment within ten (10) business days shall remove the individual from the reemployment list.

ARTICLE 16–TRAVEL EXPENSES – PARKING REIMBURSEMENT OF DEDUCTIBLE

Employees are encouraged to use public transit for business purposes whenever possible. To be eligible to use his or her personal vehicle for business purposes and to be reimbursed for travel expenses in his or her personal vehicle, new employees shall submit verification of a current valid driver's license and proof of insurance to the administrative office. No employee shall travel on business in his or her personal vehicle without this submission, unless the Executive Director gives prior approval. The Law Foundation shall reimburse employees mileage at the maximum allowable rate as per Internal Revenue Service guidelines to cover all expenses related to the operation of employee's vehicle on required Law Foundation business.

The Law Foundation of Silicon Valley agrees to provide parking to each employee without charge to the employee. If multiple facilities for parking are available, employees shall be assigned the parking of their preference based on seniority, except as noted below. "Seniority" for purposes of this section is as defined in Article 15.

The Law Foundation reserves the right to deviate from seniority if necessary to provide an employee with a reasonable accommodation of a disability.

If an employee chooses to not drive to work and uses public transportation, the Law Foundation shall reimburse the employee a flat rate equal to the average monthly cost of parking at each facility used by the Law Foundation. The minimum rate of reimbursement shall be \$50. The employee must submit tickets, receipts, or other proof that he/she has used public transportation. The reimbursement for public transportation will be paid monthly.

Reimbursement of Deductible

Employees whose personal vehicle is damaged by an event *other than* a collision, while that vehicle is being used in the course and scope of employment but is not being driven by the employee or another person with the employee's permission, shall be reimbursed, up to a maximum of \$500, for the comprehensive deductible reflected on the employee's insurance policy, provided that the amount of the deductible is not recoverable from any other source. Submission of written proof of payment of said

deductible is required before the Law Foundation will tender reimbursement to the employee.

Any payment made under this part is gratuitous, and is not intended to be an admission of liability on the part of the Law Foundation.

ARTICLE 17–INSURANCE BENEFITS

Health and Dental Plans

The Law Foundation shall offer health insurance coverage for all eligible employees and their dependent children for the term of this Agreement. As of the beginning of the term of this Agreement, the Law Foundation provides health insurance coverage through a Kaiser Permanente plan that requires \$30-per-visit co-payments, to be paid for by participating employees. Details of the current levels of coverage, including the schedules of benefits and co-payments, are attached hereto. The Law Foundation agrees to maintain the same level of benefits and coverage for the term of the Agreement.

The Law Foundation shall provide fully paid coverage for employees that are on plans designated by Kaiser Permanente as “Employee Only” or “Employee + Child”. The Law Foundation shall require contributions to the cost of premiums for employees that are on plans designated by Kaiser Permanente as “Employee + Spouse” or “Employee + Spouse + Children”. The amount of contribution required shall be as follows:

- 10% of premium cost from March 1, 2011 through September 30, 2011
- 15% of premium cost from October 1, 2011 through September 30, 2012
- 20% of premium cost from October 1, 2012 through September 30, 2013
- 20% of premium cost from October 1, 2013 through September 30, 2014

For purposes of only the portion of Article 17 addressing employee contributions, the term “premium increase” shall be defined as the portion of the premium that the addition of the spouse/domestic partner/adult partner represents. For example if “Employee + Children” costs \$851 per month and “Employee + Spouse + Children” cost \$1,370 per month then the employee would contribute 10% of the difference between \$1,370 and \$851. In this example the contribution would be 10% of \$519 or \$51.90 monthly.

All employees shall receive reimbursement of the costs indicated below. For these reimbursements, redaction of confidential medical information will be permitted provided that the receipt indicates a covered employee or dependent is the patient.

- The co-payments for Kaiser hospitalization incurred by a member or covered dependent will be reimbursed by the Law Foundation. With advance notification, the Law Foundation will pay the hospital bill directly. Employees are expected to

comply with all Kaiser pre-admission requirements in the event of an emergency at a non-Kaiser facility. The Law Foundation will decline reimbursements for costs for hospitalizations that Kaiser does not authorize.

- For any authorized outpatient surgery, the Law Foundation will reimburse the difference between the agreed upon office visit co-pay and the outpatient surgery co-pay.

The Law Foundation shall offer fully paid dental coverage for all eligible employees and their dependent children for the term of this Agreement. As of the beginning of the term of this Agreement, the Law Foundation provides dental insurance through a Premier Access plan, which includes an annual maximum coverage of \$2,000 per employee.

The Law Foundation agrees to provide an additional non-Kaiser vision plan available to all employees and covered dependents at no premium cost to the employee.

The Law Foundation shall notify the Union and offer the opportunity to engage in impact bargaining prior to changing health plans. Plan and coverage details shall be given to each new employee and also are available through the Human Resources Manager.

The Law Foundation urges employees who are able to arrange health and/or dental insurance coverage for themselves and their dependents through a spouse's/domestic partner's/adult partner's employer to do so. If an employee waives his or her health and/or dental benefits and certifies that he or she receives health and/or dental insurance by some other means, the Law Foundation shall reimburse the employee for the premium(s) required by the other insurance up to the dollar amount the Law Foundation would have paid had the employee chosen the health and/or dental insurance plan(s) offered by the Law Foundation.

Reimbursements under either provision above shall be paid by the Law Foundation upon presentation by the employee of written documentation of the applicable amount(s).

Spouse/Domestic Partner/Adult-Partner

A Law Foundation employee who is eligible for health and dental insurance coverage from the Law Foundation can obtain the following coverage for his or her spouse, domestic partner or adult-partner.

1. An employee whose spouse, domestic partner, as defined by California law, or adult-partner cannot obtain reasonably priced coverage from an employer or through Medi-Cal is eligible for medical and dental insurance coverage for his or her spouse or domestic partner under the Law Foundation's group policy, the premium for which is paid by the Law Foundation. For purposes of this provision, coverage shall be deemed to be "reasonably priced" if the spouse, domestic partner or adult partner is required to contribute no more than \$400 per month.

2. An employee whose spouse, domestic partner, as defined by California law, or adult-partner cannot obtain paid coverage under the Law Foundation's group policy pursuant to paragraph 1, but is able to obtain coverage other than the Law Foundation's group policy, is eligible for reimbursement of the premiums for his or her spouse's, domestic partner's or adult partner's private medical and dental insurance up to the dollar amount the Law Foundation would pay for an employee's spouse, domestic partner or adult partner covered under the Law Foundation's group policy. The amount of reimbursement shall be capped as follows:
 - a. \$400 per month from March 1, 2011 through September 30, 2011
 - b. \$412 per month from October 1, 2011 through September 30, 2012
 - c. \$425 per month from October 1, 2012 through September 30, 2013
 - d. \$438 per month from October 1, 2013 through September 30, 2014

Reimbursement will be paid upon provision of copies of applicable invoices.

3. If an employee's spouse, domestic partner, or adult-partner qualifies for coverage under the Law Foundation's group policy but elects to obtain coverage other than the Law Foundation's group policy in lieu of participation in the Law Foundation's group policy, that employee is eligible for reimbursement of the premiums for his or her spouse's, domestic partner's or adult partner's medical and dental insurance up to the dollar amount the Law Foundation would pay for the spouse, domestic partner or adult partner covered under the Law Foundation's group policy. The amount of reimbursement shall be capped as follows:
 - a. \$400 per month from March 1, 2011 through September 30, 2011
 - b. \$412 per month from October 1, 2011 through September 30, 2012
 - c. \$425 per month from October 1, 2012 through September 30, 2013
 - d. \$438 per month from October 1, 2013 through September 30, 2014

Reimbursement will be paid upon provision of copies of applicable invoices.

For purposes of this section, "Adult-Partner" means an adult with whom the employee resides, has an intimate and committed relationship of mutual caring, and has agreed to be jointly responsible for basic living expenses incurred during the partnership. Only those domestic and adult partners that complete an insurance affidavit as required by the health insurance provider shall be eligible for coverage under the Law Foundation's group policy.

ARTICLE 18–FLEXIBLE SPENDING ACCOUNT

The Law Foundation shall continue to offer a flexible spending account plan to eligible employees, so long as administrative yearly costs to the Law Foundation do not exceed \$5,000. Information regarding the flexible spending account shall be given to each new employee and is available upon request from the Human Resources Manager. The Law Foundation shall contribute \$150 per year to each employee's flexible spending account. Contributions shall be timed as follows:

- For calendar year 2011, the contribution shall be made on April 1
- For calendar years 2012, 2013 and 2014, contributions shall be made on January 1

ARTICLE 19–RETIREMENT PLAN

Any employee who works over 1,000 hours in a plan year shall be eligible to participate in the Law Foundation's 401 (k) retirement plan.

The Law Foundation will match an employee's contribution to his or her account in the Law Foundation's 401(k) retirement plan up to 1% of that employee's annual salary, if the employee meets the following criteria:

1. Is at least 18 years of age;
2. Has completed one year of service at the Law Foundation;
3. Works at least 1,000 hours during that particular plan year;
4. Completes at least one (1) hour of service during the plan year for the matching contributions made for that time period.

An employee who works over 1,000 hours in a plan year but who has completed less than one year of service at the Law Foundation may make contributions to the plan, but will not receive the matching funds described in this Article until that employee has completed one (1) year of service, as described above.

ARTICLE 20–LONG TERM DISABILITY PLAN

The Law Foundation shall administer a long-term disability insurance plan in which employees may opt to participate at their own cost. A summary plan description is available from the Human Resources Manager and shall be provided to all new employees.

ARTICLE 21–LIFE INSURANCE

The Law Foundation offers a minimum \$50,000 in life insurance coverage. The premiums for this coverage are paid by the Law Foundation. A summary plan description shall be provided to all new employees and is available from the Human Resources Manager.

ARTICLE 22–WORKERS' COMPENSATION

All employees are covered by Workers' Compensation for injuries arising out of and in the course of their employment. An employee is required to report all injuries to her or his supervisor and to seek immediate medical attention. A report of Industrial Injury must be completed by the injured employee within five days of the injury or accident. This report will be filed with the Human Resources Manager for processing through the Law Foundation's insurance carrier.

Neither the Law Foundation nor its insurance carrier will be liable for the payment of Workers' Compensation benefits for any injury which arises out of an employee's voluntary participation in an off-duty recreational, social or athletic activity which is not part of the worker's work-related duties. Such events are voluntary and attendance is not required as a condition of employment.

ARTICLE 23–STATE DISABILITY INSURANCE

State Disability Insurance is paid for every employee through payroll deductions.

ARTICLE 24–UNEMPLOYMENT INSURANCE BENEFITS

All employees are eligible to apply for Unemployment Insurance benefits according to Federal and State law.

ARTICLE 25–LEAVES

Procedures

All leaves, except for sick leave, must be approved in advance by the employee's supervisor. Only the Executive Director may authorize disability and parental leave.

Extensions of Leaves

The Executive Director has the sole authority to extend or offer additional leaves of any kind.

Sick Leave

Sick leave accrues, and may be used, from the first day of employment. Sick leave may be carried from year to year; maximum accrual of sick leave is 540 hours (90 days for exempt employees). Full-time employees accrue sick leave at the rate of 12 days annually. Part-time employees accrue sick leave in proportion to hours worked. Sick leave may be used when an employee, family member, domestic partner or adult partner is ill or injured and unable to work, or for medical appointments. Illness includes both physical and mental health symptoms, and the employee need not describe the nature of his or her symptoms or conditions to take sick leave. A medical provider's statement is required for absences longer than 5 days. Unused sick leave will not be paid to the employee at termination.

Vacation Leave

Vacation leave is accrued from the first day of employment. The employee's immediate supervisor must approve vacation. During the first two years of employment, vacation leave accrues at the rate of 15 days per year, pro-rated on the regular hours of employment. After the conclusion of the second year, leave is accrued at the rate of 20 days per year, pro-rated on the regular hours of employment. After the conclusion of five years of employment, leave is accrued at the rate of 25 days per year, pro-rated on the regular hours of employment. If an official holiday falls while an employee is on vacation, that day will not be deducted from the employee's accrued vacation leave.

Employees can carry up to 140 hours of vacation time. Once the vacation cap has been reached, employees will not earn any additional vacation until the amount of vacation has been reduced below the limit set forth above. No employee shall be paid for unused accrued vacation except upon termination. Termination is defined as voluntary or involuntary separation from employment.

Donation of Sick/Vacation Leave

Employees may voluntarily transfer their accrued sick or vacation time to another employee in critical need of extending paid leave due to a documented life threatening or catastrophic illness or injury for themselves, family members, domestic partners or adult partners.

Donor Eligibility

- Donations are irrevocable
- Donations must be in whole day increments and may not exceed 10 days per individual donor total in a calendar year
- Donor must have a minimum balance of 15 accrued sick days prior to transfer of sick days. No minimum balance is required when donating vacation days.

Recipient Eligibility

- Has a documented life threatening or catastrophic illness or injury affecting self, family member, domestic partner or adult partner.
- All accrued sick, vacation, floating holidays, and compensatory time must be exhausted in order to use donated hours.
- Is not receiving short or long term disability or personal/private disability, State Disability Insurance or Workers' Compensation insurance benefits.
- Total donated time cannot exceed projected length of time medically certified for the covered condition.
- Unused donated sick or vacation time is irrevocable and shall remain in the recipient's account as sick time.

Procedures

- Recipient shall submit a written request to the Director of Human Resources who will e-mail all staff regarding the voluntary request for sick/vacation leave donation, omitting details of the life threatening or catastrophic illness. This provision is designed to prevent recipients from soliciting co-workers for donations directly.
- Donor shall submit a written request to donate their sick or vacation time to the Director of Human Resources. The donor's request shall only be denied if s/he does not meet the eligibility criteria listed above.

Compensatory Time Non Exempt Employees

Compensatory time (time off for hours worked over the 35 hour workweek) and flex-hours (coming in late or leaving early to compensate for hours other than normal workday) are offered to non-exempt employees. Compensatory time (time + ½) may be taken with the prior approval of the directing attorney. Such approval shall be granted unless:

- 1) The required time off would materially interfere with the provision of legal services to clients;
- 2) The staff member is not getting his or her work done (or comes in late when the person has an obligation such as a court hearing or other pre-assigned duty, such as coverage for client walk-in); or
- 3) The staff member has substantially changed his or her weekly work week from the normal Monday through Friday, 9 a.m. to 5 p.m. Law Foundation business hours, unless the supervisor has approved a flex time schedule.

The non-exempt employee will have the right to choose either paid overtime or compensatory time once management has authorized the work. Compensatory time shall be taken during the same pay period in which the right to overtime accrued or in the following pay period. The employee's election of compensatory time shall be made

in writing. Authorization of overtime should not be contingent upon the employee choosing to be paid overtime or compensatory time.

Only those hours actually worked are added together to determine an employee's compensatory time. Paid holidays, paid vacation and paid sick leave, for example, are not hours worked and therefore are not counted in making compensatory time calculations.

Compensatory Time Policy for Professional Employees

Professional/exempt staff members are expected to work a minimum of thirty-five hours per week, but are also expected to stay beyond that time frame when needed to get their work done without any additional compensation.

If professional staff members work for longer than thirty-five hours during a workweek, then there is an honor system which allows exempt staff members to come into work late or leave work early without taking vacation time.

The time taken off pursuant to this honor system may be taken with the prior notification of the directing attorney. Such approval shall be granted unless:

- 1) The required time off would materially interfere with the provision of legal services to clients;
- 2) The staff member is not getting his or her work done (or comes in late when the person has an obligation such as a court hearing or other pre-assigned duty, such as coverage for client walk-in); or
- 3) The staff member has substantially changed his or her weekly work week from the normal Monday through Friday, 9 a.m. to 5 p.m. Law Foundation business hours, unless the supervisor has approved a flex time schedule.

When professional staff members are required at the directing attorney's direction to work hours outside of the Law Foundation's normal business hours, including weekends, holidays, and nights, then they are entitled to hour for hour compensatory time upon pre-approval by the directing attorney.

Parental Leave (Non-disability)

An employee will be allowed parenting leave in the event of birth or adoption, for up to 6 months. The employee may use accrued sick leave, compensatory time and vacation time. When all accrued paid leaves are exhausted, the employee will be considered to be on leave of absence without pay.

Family Medical Leave

An employee will be allowed family medical leave to care for an immediate family member with a serious medical condition for up to 6 months. For purposes of this

section, "immediate family member" includes the employee's spouse, domestic partner, adult partner, child (regardless of age or dependent status), sibling (regardless of age) or parent. When all accrued paid leaves are exhausted, the employee will be considered to be on leave of absence without pay.

Bereavement Leave

Bereavement leave of up to five working days per year with pay is provided to regular full and part-time employees in the event of a death in the immediate family or domestic partner. Employees may also seek unpaid time off in the event of the death of a member of his/her immediate family, domestic partner or adult partner.

Sabbatical Leave

In recognition of hard work and ongoing commitment to the Law Foundation, it is deemed appropriate that all employees who have satisfied the eligibility criteria outlined herein, and who will continue employment with the Law Foundation, shall be eligible to receive a paid sabbatical leave. A sabbatical leave is comprised of 15 working days, and must be combined with at least one week of paid vacation leave. Eligible employees may take additional accrued vacation continuous with the sabbatical. All 15 days of the sabbatical must be taken continuously.

All employees are eligible to take a sabbatical leave after obtaining five years of continuous employment with the Law Foundation, provided they will return to the Law Foundation and continue employment after the sabbatical. Employees become eligible for subsequent sabbaticals after completing five years of continuous employment, measured from the date the employee returns to work from a prior sabbatical. Any leaves of absence from the Law Foundation (whether voluntary or otherwise) will postpone an employee's eligibility for a sabbatical, unless otherwise provided by law. Employees who voluntarily or involuntarily terminate employment prior to five years of service are not entitled to any payment in lieu of a sabbatical. Likewise, there is no sabbatical entitlement (or cash payment in lieu of a sabbatical) made to voluntarily or involuntarily terminated employees who have completed five years of service, but who have failed to take their sabbatical.

Requests for sabbatical leave must be made to the employee's supervisor in writing at least 45 days in advance, so that appropriate work coverage can be arranged. Sabbatical requests will be considered by the executive director and directing attorney of the employee's legal services program. Should it be determined that an employee's absence from the Law Foundation for four weeks or more during the requested time period will create a hardship for the program or the Law Foundation, the employee, directing attorney and executive director will use their best efforts to agree upon an alternative sabbatical period.

The sabbatical provisions above shall apply retroactively to part-time employees who have earned a sabbatical leave but were ineligible to take one under the terms of prior contracts.

Disability Leave

An employee will be allowed disability leave (including pregnancy-related disability) for up to 6 months. When all accrued paid leaves are exhausted, the employee may request a leave of absence without pay.

Return to Position

The Law Foundation will hold a position for 6 months except where otherwise required by law, for any full-time employee on disability leave.

Jury and Witness Duty

Both exempt and nonexempt staff members are eligible for 10 working days of paid leave when called upon to serve as a juror, or a witness at trial. The employee will be required to provide documentation showing required days of attendance. The employee is required to work during this leave, to the extent the jury duty does not consume the entire workday. Exempt employees shall be paid under this provision consistent with Federal and State Law.

Educational Leave

Members of the unit who are scheduled to take the California Bar Examination or for the Licensed Clinical Social Work Examination shall be eligible for up to 10 days of paid leave and an additional 5 days of unpaid leave. If the member has sufficient vacation, he/she may use such vacation in lieu of unpaid leave, but must notify the Executive Director prior to the beginning of leave. The leave shall not constitute a break in service for any purpose except that, should it occur during the probationary period, the probationary period will be extended for the period of time of the educational leave. Each member qualifying under this section may use one such leave and it shall not create a break in service.

ARTICLE 26–WAGES

Wage and Job Classification Schedule

Except as specified below, annual wages for employees are equal to the amounts set forth in "Appendix 1-Wage Table," hereto attached. Part-time wages will be pro-rated based on hours worked. Full time employment is defined as thirty-five (35) hours per week.

The annual salaries at the beginning of this agreement shall be as indicated in "Appendix 2 -- Wages as of October 1, 2010", hereto attached. Any increase in an employee's wages shall be retroactive to October 1, 2010.

On October 1, 2010, union members shall maintain job classifications from the 2006-2009 Collective Bargaining Agreement (and subsequent side letters), and the annual salaries for each job classification shall be as indicated in "Appendix 2—October 1, 2010 Wages," hereto attached. All wage increases shall be retroactive to October 1, 2010.

Beginning October 1, 2010, each union member shall receive a pay increase and new job classification as described in "Appendix 3—Wage Table Transition Guide," hereto attached, on his or her next anniversary date. Each union member who has already reached the top level of his or her position (i.e., senior 5+ under the 2006-2009 Collective Bargaining Agreement) as of October 1, 2010, shall transition to the wage table in "Appendix 1" at the job classification with the next highest salary on his or her next anniversary. If no such classification exists, the union member's salary shall increase consistent with the longevity clause, below.

Effective October 1, 2011, elevations within the following job classifications shall occur automatically upon each employee's anniversary date, in numerical sequential order: Administrative 1-15; Investigator/Outreach/Paralegal/Contract Coordinator 1-15; Events and Communications Coordinator 1-15; Advocate/Social Worker BA 1-15; Advocate/Social Worker MA 1-15; Advocate JD/Social Worker Lic.1-15; and Attorney 1-15. Part-time employees in the bargaining unit shall not be elevated upon their anniversary date, but upon the pro-rated equivalent, based upon hours paid.

Wages paid in excess of those set forth herein shall be maintained and nothing in this Agreement shall be construed as affecting more favorable wages. The Employer may, but is not required to, pay wages and/or benefits to individual employees at amounts greater than those set forth herein.

Cost of Living Increase

The Law Foundation will offer a cost of living increase (COLI) on October 1, 2011 and annually on October 1 for the duration of the Agreement.

The amount of the COLI shall be based on the CPI-U index for San Jose-Santa Clara-Sunnyvale, available from the Bureau of Labor Statistics. The COLI shall be computed each August by calculating the percentage change between the previous year's HALF1 figure and the current year's HALF1 figure.

The COLI shall adjust wages upward, but never downward. Any such increase shall be capped at 3% annually. If an increase is provided, the Law Foundation shall publish a new wage table incorporating the COLI annually on October 1.

Longevity

When members complete one full year at the top level of their position, they will receive a 1.5% increase plus the annual COLI. For example, after serving one full year at

Attorney 15 or Admin 15, the employee shall receive an annual longevity increase of wages of 1.5%, plus the annual COLI. These members shall each receive an additional annual 1.5% longevity wage increase after each subsequent one-year period of employment, throughout the term of this Agreement.

Work-Out-of-Class Policy

During either an employee's leave of absence of 21 or more continuous working days or a vacancy of a an identified permanent position of 21 or more continuous working days, the Directors or Directing Attorneys shall be entrusted with the direct responsibility and duty of covering and performing on a daily and ongoing basis this absent staff position's job functions and duties.

In the event that the Directors, Directing Attorneys, Supervising Attorneys, or Supervising Social Worker find it practically infeasible to perform these duties directly, then the vacant position/absent employee's duties shall be covered by no less than two employees (which may include management employees) within the Law Foundation. The Union covering employees shall be paid up to an additional 16% wage compensation at their present rate of compensation, as further specified below.

If the duties are covered by two Union employees, each shall receive 8% additional wage compensation, unless the percentage of their workloads divide up in a different proportion, such as 10% and 6%. If the duties are further divided, covering employees shall be compensated proportionally, not to exceed a total increase for all covering employees of 16%. For example, if four Union employees cover another's workload equally, they would each receive 4% increase in wages.

If a vacant position or a leave of absence of predetermined length (more than 21 working days) is known in advance, the compensation shall take effect immediately upon the beginning of the vacancy or absence. If the duration of the absence or vacancy is not known in advance, this additional wage compensation shall take effect after 20 working days have elapsed, or as soon as it is known that the absence or vacancy will be 21 days or more, whichever is sooner. This section does not apply if an employee does a *de minimis* amount of extra work (e.g., goes to a few extra outreach presentations).

This additional compensation shall not apply if a position is eliminated.

If a Directing Attorney, Supervising Attorney, or Supervising Social Worker is on a leave of absence for more than 20 working days, or if a Directing Attorney, Supervising Attorney, or Supervising Social Worker position is vacant for more than 15 working days, an attorney or social worker from within that particular Law Foundation program may be offered the opportunity to serve as the program's "Acting Directing Attorney" or "Acting Supervising Attorney," or "Acting Supervising Social Worker," as appropriate.

This paragraph does not apply to leaves of 20 working days or less or vacancies of 15 working days or less. While acting in this capacity, the attorney or social worker shall receive a wage increase of 10% of the acting employee's current salary. If the duration of the absence is not known before it begins, this additional wage compensation shall take effect after 20 working days have elapsed. If a leave of absence of predetermined length (more than 20 working days) is known in advance, the compensation shall take effect immediately upon the beginning of the vacancy or absence. The person shall only be eligible if the acting employee takes on substantial Directing Attorney, Supervising Attorney, or Supervising Social Worker duties, such as grant reporting, administrative reports, training, program oversight, meetings, supervision (excluding hiring and firing), budgeting, and/or invoicing. While an Acting Directing Attorney, Supervising Attorney, or Supervising Social Worker, the employee will not be required to attend management meetings and will remain a member of the bargaining unit. This is to be distinguished from the Interim Directing Attorney or Interim Supervising Attorney position.

Bonuses

In the event a surplus exists upon approval of the preceding year's profit and loss statement by the Board of Directors, the Law Foundation may award bonuses. The Law Foundation shall provide the union with a copy of the profit and loss statement as soon as it becomes available, and the Law Foundation and the union shall engage in impact bargaining regarding the bonus. If awarded, bonuses will be made payable in the month following approval of the profit and loss statement. The amount of bonus available to the employee shall be based upon a percentage of the employee's gross wages during the preceding fiscal year.

Bilingual Wage Differential

An employee who is fluent in a language other than English who is required in the performance of his or her job duties to interpret, translate, or otherwise communicate in that language shall receive an additional \$100 per month above his or her base rate. Payment of a bilingual differential shall be subject to demonstration of competence to perform these duties through passage of an oral or written test approved by the Law Foundation.

ARTICLE 27–HOLIDAYS

The following shall be observed as holidays at the Law Foundation:

1. New Year's Day
2. Martin Luther King Jr.'s birthday
3. Presidents' Day
4. Memorial Day

5. Fourth of July
6. Labor Day
7. Veterans Day (*)
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. Christmas Day
11. Christmas Eve
12. New Year's Eve
13. Cesar Chavez Day (*)
14. Indigenous Peoples'/Columbus Day (*)
15. The three work days between Christmas Day and New Year's Eve (*)
16. Each employee will receive one holiday day to be used at any time during that contract year for his or her birthday. (*)

(*) Floating holidays designated with an asterisk may be traded for an alternate day at any time during the contract year (October 1-September 30) with approval by the immediate supervisor.

New employees who begin their employment at the Law Foundation between October 1 and March 31 shall be allowed to take up to seven (7) floating holidays as described above. New employees who begin their employment at the Law Foundation between April 1 and September 30 shall be allowed to take up to four (4) floating holidays during that contract year.

ARTICLE 28—OUTSIDE EMPLOYMENT

Union members may take outside employment.

Management may draft a policy regarding outside employment including the following terms:

1. Attorneys practicing law outside the supervision structure of the Law Foundation must agree to one of the following:
 - a. Carry their own legal malpractice insurance; or
 - b. Operate under another entity's legal malpractice insurance; or
 - c. Require all clients whom they represent as part of their outside employment sign a document with the following components:
 - d. An acknowledgment that the client has been notified of the attorney's employment with the Law Foundation;
 - e. An acknowledgment that the client has been notified that the attorney's representation of the client is in no way connected with the attorney's work for the Law Foundation; and

- f. Waiving any claims against the Law Foundation arising from the attorney's representation of the client.
2. Employees will avoid conflicts of interest—in outside employment—with the Law Foundation and its clients;
3. Attorneys and advocates will not take existing or incoming clients from the Law Foundation unless such referrals are cleared by their Law Foundation supervisors; and
4. Employees will continue to respect the Law Foundation's current honoraria policy.

ARTICLE 29—SAVINGS CLAUSE

In the event any article or section is determined to be illegal, the parties will meet to immediately negotiate a mutually acceptable replacement.

ARTICLE 30—STAFF MEETINGS

The Law Foundation will use all reasonable efforts possible to have board members attend the quarterly staff meetings.

ARTICLE 31—SENIOR STATUS CRITERIA

All employees of the Law Foundation become eligible for senior status after completing a full-time, continuous year of employment as a level 3 in their job class. Part-time employees in the bargaining unit shall not be elevated upon their anniversary date, but upon the pro-rated equivalent, based upon hours worked.

Management reserves the right to promote employees to a senior position earlier, if warranted by performance of the employee. Elevation to senior status shall be at the discretion of the employee's direct supervisor, in conjunction with the Executive Director of the Foundation, and based upon the following criteria:

1. Proper, effective and efficient performance of his/her job duties ;
2. Willingness and ability to perform the job duties of a senior position upon promotion;
3. Demonstration of problem-solving abilities with regard to caseload, project, unit and/or program matters;
4. Participation in formulating goals and direction for project, unit or program;
5. Leadership in project, unit, program and/or Foundation;
6. Supervision and/or mentoring ability with volunteers and/or staff as appropriate;

7. Contributions in furthering the goals, objectives and reputation of the Law Foundation as a whole. This may be shown, among other ways, by the following:
 - a) Participation and leadership in community groups;
 - b) Perceptiveness to and participation in pursuing funding prospects and outreach opportunities;
 - c) Organizing Law Foundation-wide projects and/or activities; and/or
 - d) Demonstrating leadership in advocacy by publishing materials, organizing advocacy efforts, or giving legislative testimony.

In an effort to ensure that all employees understand the process and receive appropriate feedback, it is agreed that:

1. All new attorney hires, below senior status, shall be given this Article and a senior job description.
2. At the annual evaluation following completion of one year at a non-senior job class level 2, a review of the employee's performance on the above 7 criteria shall be included in the regular annual review, unless the employee rejects, in writing, the opportunity for senior promotion. At this meeting, it shall be incumbent upon both the employee and directing attorney to schedule the meeting outlined in #3, below.
3. At least 5-7 months prior to an employee's eligibility for senior status, the employee's direct supervisor must meet with the employee and provide a status report on progress towards the senior position. At this meeting, if the supervisor does not believe the employee is on track for promotion to senior status, the supervisor must explain why and what steps the employee must make in order to be promoted. A directing attorney may waive this meeting if they expect to promote the employee as soon as they are eligible under the contract or before. An employee may waive the meeting if the person is not currently interested in the promotion. The waiver of meeting will be documented by the employee's supervisor.

Employees who are promoted to senior status are expected to perform the job duties of the senior position. Management reserves the right to return any senior employee to a non-senior position if the employee is not adequately performing the senior job duties. If Management intends to pursue such a demotion, Management will first comply with the Progressive Discipline Article.

ARTICLE 32–LEAD POSITION

Any member of the bargaining unit who is assigned to be a lead of a unit of the Law Foundation shall receive \$6000 in additional annual compensation. Compensation shall become effective upon commencement of duties of the lead position.

Directing Attorneys, in consultation with the Executive Director, shall determine the necessity of a lead position for any unit of a program of the Law Foundation. If it is determined that a lead position is necessary, notice shall be given to all staff within the program.

A lead is expected to perform the following duties as needed in addition to their regular job duties:

1. Coordinate and oversee the functioning of the daily operation of the unit of more than two employees, whether full or part-time;
2. Provide training and mentoring of other members in the unit including conducting case staffing; and
3. Provide feedback to the Directing Attorney as to the functioning of the unit and the employees in the unit
4. Represent the unit and the program in community meetings and advisory boards as well as assist in implementation of programming
5. Assist the Directing Attorney in gathering data or creating reports for the activities of the unit.

Members may petition their Directing Attorney or the Executive Director for consideration of a lead position.

If the directing attorney or Executive Director determine that circumstances have changed that significantly reduce the workload of the lead position, the employee's supervisor or Executive Director will notify the affected employee and the chief union steward thirty (30) days before any action to terminate or modify the additional compensation. The employee's supervisor and the Executive Director will engage in impact bargaining with the noticed employee and the Union if a request to do so is made within ten (10) working days of notice.

ARTICLE 33–NO STRIKES/NO LOCKOUT

During the term of this Agreement, the Law Foundation agrees that it will not lock out workers and the Union agrees that it will not engage in any strike or other concerted work action that disrupts the work of the Law Foundation.

ARTICLE 34–TERM OF AGREEMENT

This Agreement shall be effective on October 1, 2010, and shall continue from year to year thereafter until September 30, 2014. Either party may reopen the Agreement sixty (60) days prior to expiration by notifying the other party in writing. Failure to reopen the Agreement will lead to a year-to-year extension of the current contract.

ARTICLE 35-COMplete AGREEMENT

The terms of this Agreement, Appendix 1, Appendix 2, and Appendix 3, attached hereto, are intended by the Law Foundation and the Union to be the complete, final, and fully integrated expression of their agreement, and hereby supersedes all prior agreements.

FOR LAW FOUNDATION OF SILICON VALLEY:

DATE: 2-18-11 J. K. Boyer
EXECUTIVE DIRECTOR

FOR SERVICE WORKERS LOCAL 521, SEIU, AFL-CIO/CLC:

DATE: 2/18/2011

ZEB FELDMAN for SEIU 521
NEGOTIATOR

Mar ZH, Marlene Bennett, Staff attorney, negotiator

Jeze M. Luster, JEZETTE M. LUSTER, SENIOR ATTORNEY, NEGOTIATOR

Malle Roxanna Alavi, Senior Attorney, Union Steward, negotiator

APPENDIX 1-WAGE TABLE

	Title	Annual Salary	% Increase from Previous Step
1	Attorney	49,439	
2	Attorney	50,922	3.0%
3	Attorney	52,450	3.0%
4	Attorney	54,023	3.0%
5	Attorney	56,454	4.5%
6	Attorney	58,148	3.0%
7	Attorney	59,892	3.0%
8	Attorney	61,689	3.0%
9	Attorney	63,540	3.0%
10	Attorney	65,446	3.0%
11	Attorney	67,409	3.0%
12	Attorney	69,432	3.0%
13	Attorney	71,515	3.0%
14	Attorney	73,660	3.0%
15	Attorney	75,870	3.0%
1	Advocate/Social Worker MA 1	47,245	
2	Advocate/Social Worker MA 2	48,662	3.0%
3	Advocate/Social Worker MA 3	50,122	3.0%
4	Advocate/Social Worker MA 4	51,626	3.0%
5	Advocate/Social Worker MA 5	53,949	4.5%
6	Advocate/Social Worker MA 6	55,568	3.0%
7	Advocate/Social Worker MA 7	57,235	3.0%
8	Advocate/Social Worker MA 8	58,952	3.0%
9	Advocate/Social Worker MA 9	60,720	3.0%
10	Advocate/Social Worker MA 10	62,542	3.0%
11	Advocate/Social Worker MA 11	64,418	3.0%
12	Advocate/Social Worker MA 12	66,351	3.0%
13	Advocate/Social Worker MA 13	68,341	3.0%
14	Advocate/Social Worker MA 14	70,391	3.0%
15	Advocate/Social Worker MA 15	72,503	3.0%
1	Admin	39,318	
2	Admin 2	40,498	3.0%
3	Admin 3	41,712	3.0%
4	Admin 4	42,964	3.0%
5	Admin 5	44,897	4.5%

APPENDIX 1-WAGE TABLE

	Title	Annual Salary	% Increase from Previous Step
6	Admin 6	46,244	3.0%
7	Admin 7	47,631	3.0%
8	Admin 8	49,060	3.0%
9	Admin 9	50,532	3.0%
10	Admin 10	52,048	3.0%
11	Admin 11	53,610	3.0%
12	Admin 12	55,218	3.0%
13	Admin 13	56,874	3.0%
14	Admin 14	58,581	3.0%
15	Admin 15	60,338	3.0%
1	Investigator/Outreach/Paralegal/Contract Coordinator	40587	
2	Investigator/Outreach/Paralegal/Contract Coordinator	41,805	3.0%
3	Investigator/Outreach/Paralegal/Contract Coordinator	43,059	3.0%
4	Investigator/Outreach/Paralegal/Contract Coordinator	44,351	3.0%
5	Investigator/Outreach/Paralegal/Contract Coordinator	46,346	4.5%
6	Investigator/Outreach/Paralegal/Contract Coordinator	47,737	3.0%
7	Investigator/Outreach/Paralegal/Contract Coordinator	49,169	3.0%
8	Investigator/Outreach/Paralegal/Contract Coordinator	50,644	3.0%
9	Investigator/Outreach/Paralegal/Contract Coordinator	52,163	3.0%
10	Investigator/Outreach/Paralegal/Contract Coordinator	53,728	3.0%
11	Investigator/Outreach/Paralegal/Contract Coordinator	55,340	3.0%
12	Investigator/Outreach/Paralegal/Contract Coordinator	57,000	3.0%
13	Investigator/Outreach/Paralegal/Contract Coordinator	58,710	3.0%
14	Investigator/Outreach/Paralegal/Contract Coordinator	60,471	3.0%
15	Investigator/Outreach/Paralegal/Contract Coordinator	62,286	3.0%
1	Advocate/Social Worker BA	45345	
2	Advocate/Social Worker BA	46,705	3.0%
3	Advocate/Social Worker BA	48,107	3.0%
4	Advocate/Social Worker BA	49,550	3.0%
5	Advocate/Social Worker BA	51,779	4.5%
6	Advocate/Social Worker BA	53,333	3.0%
7	Advocate/Social Worker BA	54,933	3.0%
8	Advocate/Social Worker BA	56,581	3.0%
9	Advocate/Social Worker BA	58,278	3.0%
10	Advocate/Social Worker BA	60,027	3.0%
11	Advocate/Social Worker BA	61,827	3.0%
12	Advocate/Social Worker BA	63,682	3.0%
13	Advocate/Social Worker BA	65,593	3.0%

APPENDIX 1-WAGE TABLE

	Title	Annual Salary	%Increase from Previous Step
14	Advocate/Social Worker BA	67,560	3.0%
15	Advocate/Social Worker BA	69,587	3.0%
1	Advocate JD/Social Worker LCSW	47880	
2	Advocate JD/Social Worker LCSW	49,316	3.0%
3	Advocate JD/Social Worker LCSW	50,796	3.0%
4	Advocate JD/Social Worker LCSW	52,320	3.0%
5	Advocate JD/Social Worker LCSW	54,674	4.5%
6	Advocate JD/Social Worker LCSW	56,314	3.0%
7	Advocate JD/Social Worker LCSW	58,004	3.0%
8	Advocate JD/Social Worker LCSW	59,744	3.0%
9	Advocate JD/Social Worker LCSW	61,536	3.0%
10	Advocate JD/Social Worker LCSW	63,382	3.0%
11	Advocate JD/Social Worker LCSW	65,284	3.0%
12	Advocate JD/Social Worker LCSW	67,242	3.0%
13	Advocate JD/Social Worker LCSW	69,260	3.0%
14	Advocate JD/Social Worker LCSW	71,337	3.0%
15	Advocate JD/Social Worker LCSW	73,477	3.0%
1	Events and Communications Coordinator	47059	
2	Events and Communications Coordinator	48,471	3.0%
3	Events and Communications Coordinator	49,925	3.0%
4	Events and Communications Coordinator	51,423	3.0%
5	Events and Communications Coordinator	53,737	4.5%
6	Events and Communications Coordinator	55,349	3.0%
7	Events and Communications Coordinator	57,009	3.0%
8	Events and Communications Coordinator	58,719	3.0%
9	Events and Communications Coordinator	60,481	3.0%
10	Events and Communications Coordinator	62,296	3.0%
11	Events and Communications Coordinator	64,164	3.0%
12	Events and Communications Coordinator	66,089	3.0%
13	Events and Communications Coordinator	68,072	3.0%
14	Events and Communications Coordinator	70,114	3.0%
15	Events and Communications Coordinator	72,218	3.0%

APPENDIX 2-OCTOBER 1, 2010 WAGES

October 1, 2010 Job Classification	October 1, 2010 Salary
Staff Attorney 1	49,439
Staff Attorney 2	50,922
Staff Attorney 3	53,470
Senior Attorney 1	57,467
Senior Attorney 2	61,757
Senior Attorney 3	64,844
Senior Attorney 4	68,087
Senior Attorney 5+	Maintain Individual Current Salaries
Advocate/Social Worker MA 2	48,662
Senior Advocate/Social Worker MA 3	60,838
Senior Advocate/Social Worker MA 5+	Maintain Individual Current Salaries
Admin 2	41,285
Admin 3	42,317
Senior Admin 1	45,702
Senior Admin 2	46,909
Senior Admin 5+	Maintain Individual Current Salaries
Investigator/Outreach/Paralegal/Contract Coordinator 1	40,587
Senior Investigator/Outreach/Paralegal/Contract Coordinator 1	47,700
Senior Social Worker BA 1	52,704
Advocate JD/Social Worker Lic 3	51,530
Sr. Advocate JD/Social Worker Lic 1	57,009
Sr. Advocate JD/Social Worker Lic 5+	Maintain Individual Current Salaries

APPENDIX 3-WAGE TABLE TRANSITION GUIDES

Title as of 10/1/2010	Salary as of 10/1/2010	New Title on Next Anniversary	Salary on Next Anniversary	% Increase on Next Anniversary
		Attorney 1	49,439	
Staff Attorney 1	49,439	Attorney 2	50,922	3.0%
Staff Attorney 2	50,922	Attorney 3	52,450	3.0%
		Attorney 4	54,023	
Staff Attorney 3	53,470	Attorney 5	56,454	5.6%
		Attorney 6	58,148	
Senior Attorney 1	57,467	Attorney 7	59,892	4.2%
		Attorney 8	61,689	
Senior Attorney 2	61,757	Attorney 9	63,540	2.9%
		Attorney 10	65,446	
Senior Attorney 3	64,844	Attorney 11	67,409	4.0%
Senior Attorney 4	68,087	Attorney 12	69,432	2.0%
		Attorney 13	71,515	
		Attorney 14	73,660	
		Advocate/Social Worker MA 1	47,245	
		Advocate/Social Worker MA 2	48,662	
Advocate/Social Worker MA 2	48,662	Advocate/Social Worker MA 3	50,122	3.0%
		Advocate/Social Worker MA 4	51,626	
		Advocate/Social Worker MA 5	53,949	
		Advocate/Social Worker MA 6	55,568	
		Advocate/Social Worker MA 7	57,235	
		Advocate/Social Worker MA 8	58,952	
		Advocate/Social Worker MA 9	60,720	
Senior Advocate/Social Worker MA 3	60,838	Advocate/Social Worker MA 10	62,542	2.8%
		Advocate/Social Worker MA 11	64,418	
		Advocate/Social Worker MA 12	66,351	

APPENDIX 3-WAGE TABLE TRANSITION GUIDES

<u>Title as of 10/1/2010</u>	<u>Salary as of 10/1/2010</u>	<u>New Title on Next Anniversary</u>	<u>Salary on Next Anniversary</u>	<u>% Increase on Next Anniversary</u>
		Advocate/Social Worker MA 13 13	68,341	
		Advocate/Social Worker MA 14 14	70,391	
		Advocate/Social Worker MA 15 15	72,503	
		Admin 1	39,318	
		Admin 2 2	40,498	
		Admin 3 3	41,712	
Admin 2	41,285	Admin 4 4	42,964	4.1%
Admin 3	42,317	Admin 5 5	44,897	6.1%
		Admin 6 6	46,244	
Senior Admin 1	45,702	Admin 7 7	47,631	4.2%
Senior Admin 2	46,909	Admin 8 8	49,060	4.6%
		Admin 9 9	50,532	
		Admin 10 10	52,048	
		Admin 11 11	53,610	
		Admin 12 12	55,218	
		Admin 13 13	56,874	
		Admin 14 14	58,581	
		Admin 15 15	60,338	
		Investigator/Outreach/Paralegal/Contract Coordinator 1	40587	
Investigator/Outreach/Paralegal/Contract Coordinator 1	40,587	Investigator/Outreach/Paralegal/Contract Coordinator 2	41,805	3.0%
		Investigator/Outreach/Paralegal/Contract Coordinator 3	43,059	
		Investigator/Outreach/Paralegal/Contract Coordinator 4	44,351	
		Investigator/Outreach/Paralegal/Contract Coordinator 5	46,346	
		Investigator/Outreach/Paralegal/Contract Coordinator 6	47,737	
Senior Investigator/Outreach/Paralegal/Contract Coordinator 1	47,700	Investigator/Outreach/Paralegal/Contract Coordinator 7	49,169	3.1%
		Investigator/Outreach/Paralegal/Contract Coordinator 8	50,644	
		Investigator/Outreach/Paralegal/Contract Coordinator 9	52,163	

APPENDIX 3-WAGE TABLE TRANSITION GUIDES

<u>Title as of 10/1/2010</u>	<u>Salary as of 10/1/2010</u>	<u>New Title on Next Anniversary</u>	<u>Salary on Next Anniversary</u>	<u>% Increase on Next Anniversary</u>
		Investigator/Outreach/Paralegal/Contract Coordinator 10	53,728	
		Investigator/Outreach/Paralegal/Contract Coordinator 11	55,340	
		Investigator/Outreach/Paralegal/Contract Coordinator 12	57,000	
		Investigator/Outreach/Paralegal/Contract Coordinator 13	58,710	
		Investigator/Outreach/Paralegal/Contract Coordinator 14	60,471	
		Investigator/Outreach/Paralegal/Contract Coordinator 15	62,286	
		Advocate/Social Worker BA 1	45,345	
		Advocate/Social Worker BA 2	46,705	
		Advocate/Social Worker BA 3	48,107	
		Advocate/Social Worker BA 4	49,550	
		Advocate/Social Worker BA 5	51,779	
		Advocate/Social Worker BA 6	53,333	
Senior Social Worker BA 1	52,704	Advocate/Social Worker BA 7	54,933	4.2%
		Advocate/Social Worker BA 8	56,581	
		Advocate/Social Worker BA 9	58,278	
		Advocate/Social Worker BA 10	60,027	
		Advocate/Social Worker BA 11	61,827	
		Advocate/Social Worker BA 12	63,682	
		Advocate/Social Worker BA 13	65,593	
		Advocate/Social Worker BA 14	67,560	
		Advocate/Social Worker BA 15	69,587	
		Advocate JD/Social Worker LCSW 1	47,880	
		Advocate JD/Social Worker LCSW 2	49,316	
		Advocate JD/Social Worker LCSW 3	50,796	
		Advocate JD/Social Worker LCSW 4	52,320	
Advocate JD/Social Worker Lic 3	51,530	Advocate JD/Social Worker LCSW 5	54,674	6.1%
		Advocate JD/Social Worker LCSW 6	56,314	

APPENDIX 3-WAGE TABLE TRANSITION GUIDES

<u>Title as of 10/1/2010</u>	<u>Salary as of 10/1/2010</u>	<u>New Title on Next Anniversary</u>	<u>Salary on Next Anniversary</u>	<u>% Increase on Next Anniversary</u>
		Advocate JD/Social Worker LCSW 7	58,004	
Sr. Advocate JD/Social Worker Lic 1	57,009	Advocate JD/Social Worker LCSW 8	59,744	4.8%
		Advocate JD/Social Worker LCSW 9	61,536	
		Advocate JD/Social Worker LCSW 10	63,382	
		Advocate JD/Social Worker LCSW 11	65,284	
		Advocate JD/Social Worker LCSW 12	67,242	
		Advocate JD/Social Worker LCSW 13	69,260	
		Advocate JD/Social Worker LCSW 14	71,337	
		Advocate JD/Social Worker LCSW 15	73,477	