

Collective Bargaining Agreement

LOCAL 1021

La Raza Centro Legal

and the

**LOCAL 1021
SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW**

SEIU

Stronger Together

Effective July 1, 2020 through June 30, 2023

KNOW YOUR RIGHTS



The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. This is called your **Weingarten Right**.

1. You must request that a Union representative be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting, and a right to consult with your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a Union representative is requested and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, you may want to consider not answering questions and instead taking notes.

Read this statement to management:

"If this discussion could in any way lead to my being disciplined, I request that my Union representative, officer or steward be present at the meeting. Without representation, I choose not to answer any questions. This is my Weingarten right."

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1. RECOGNITION

1.1 In accordance with the certification of the National Labor Relations Board (NLRB) in Case Number 20RCI7197, LRCL (“LRCL”) recognizes the Service Employees International Union, Local 1021 (“Union”) as the exclusive representative for purposes of collective bargaining concerning wages, hours and other conditions of employment for the Bargaining Unit defined in this Article.

1.2 The Bargaining Unit members covered by this Agreement are as follows:

All fixed term employees all regular full-time and regular part-time Attorneys, Coordinating Attorneys, Program Coordinators, Office Administrator, J.D. Caseworkers, Operations Manager, Site Managers, Legal Assistants, Paralegals, Organizers, Administrative Assistants/Receptionists, and all others directly involved in the provision of legal services or representation and/or supporting legal services or representation in an administrative or technical/professional capacity.

- a. Excluding the Executive Director, Deputy Director, Development Director, Director of Litigation, and all others directly involved in the management of the organization and not directly involved in the provision of legal services or representation and/or supporting legal services or representation in an administrative or technical/professional capacity.
- b. Excluding all volunteers, interns, law clerks, and independent contractors, unless the independent contractor is directly involved in the provision of legal services or representation.

1.3 Any new positions or classifications created by LRCL, which perform duties substantially similar to those of the bargaining unit, shall become part of the Bargaining Unit and shall be covered by this Agreement.

1.4 There shall be three regular Employee categories: a) Full-Time, b) Part-Time, and c) Fixed Term.

- a. A regular full-time employee is one who is not on temporary or trial status and who is regularly scheduled to work LRCL's full-time schedule of forty (40) hours per week. Any employee designated as regular full-time employee will accumulate and receive fringe benefits as provided in this Agreement.
- b. A regular part-time employee is one who is not assigned to temporary or trial status and who is regularly scheduled to work less than the full-time schedule, anywhere between one (1) and thirty-nine (39) hours per week. Any employee designated as regular part-time will accumulate and receive fringe benefits as provided in this Agreement. However, Regular Part-time employees who work less than 20 hours per week will not receive group health, medical insurance plan and dental coverage. All Regular Part-time employees whether that work

one (1) or thirty-nine (39) hours per week will accrue annual leave, holiday pay, retirement plan contributions and sick leave on a prorated basis, based on hours worked.

- c. A fixed term employee is a full-time or part-time employee hired to either:
 - 1) Volunteer or Fellow who comes to LRCL with their own funding for a fixed period; or
 - 2) to a position specifically tied to restricted funding, which supports projects or activities with specific end dates. Management will determine whether employees will be fixed term.
- 1.5 These specific end dates are announced on the job postings. Should it turn out that the fixed term position will continue beyond the originally announced end date, prior to the announced date, Management shall (a) notify, review and discuss with the Bargaining Unit an extension of the end date before making its final determination to continue the fixed term position or (b) the Selection and Hiring process outlined in Section 5.0 shall take place so that the position becomes a regular ongoing position.
- 1.6 It is understood that such employees are hired for a specific limited term. Termination of employment can occur at the conclusion of a fixed term appointment, except that regular employees (as opposed to new hires) who accept a fixed term position will have the right, at the end of a fixed term appointment, to apply for the first available job in their former classification(s). Fixed term employees at LRCL will receive the same benefits and terms of employment, as established for full-time or part-time regular employees.

2. UNION SECURITY

- 2.1 It shall be a condition of employment that all employees of LRCL covered by this Agreement within thirty (30) days of the execution of this Agreement or upon completion of thirty (30) days of work, whichever occurs later, shall either (a) become and remain members of the Bargaining Unit in good standing, or (b) commence and continue payment to the Union of an equivalent service fee. Such service fee payment shall not exceed the standard initiation fee and periodic dues uniformly required of Bargaining Unit members for representation on matters of wage, hours, and other terms and conditions of employment.
- 2.2 LRCL shall supply the Union with the names, addresses, classifications, and departments of work/units of employees hired or terminated within fifteen (15) days of their hiring or termination dates. LRCL shall distribute the Union's membership/ service fee payer form and a list of current Union and Bargaining Unit stewards, both provided by the Union and Bargaining Unit, to all new employees in the Bargaining Unit.
- 2.3 LRCL shall deduct, during the period of this Agreement, from each Bargaining Unit member's wage in the amount of Union dues as specified by the Union, for all employees covered by this Agreement who have voluntarily provided LRCL with a

written authorization of such deductions. The Union will notify the Executive Director or designee in writing of the amount or the percentage required as a condition of employment. Such deductions will continue until revoked in writing by the Bargaining Unit member. Any such authorization or revocation shall become effective as soon as practical, but no later than the first payroll period of the month following receipt by LRCL of authorization or revocation. The dues and fees deducted will be transmitted by LRCL to the Union within a reasonable time after the applicable payday, but in any case, within two (2) weeks.

- 2.4** Notwithstanding any provision of this Section, any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting unions shall be exempt from the requirements of 2.1 provided, however, that such employee shall be required in lieu of compliance with section 2.1, to pay sums equal to the equivalent service fees to a charitable fund exempt from taxation under section 501 (c)(3) of the Internal Revenue Code, chosen by the employee from one of three (3) such funds, to be named by the Union within thirty (30) days. Proof of such payment shall be made by the employees to the Union on a monthly basis.

3. NO DISCRIMINATION

- 3.1** It is the policy of LRCL to make no distinction in the provision of legal assistance to eligible persons because of race, color, creed, religion, gender, sexual orientation, national origin, citizenship status, immigration status, age, physical or mental disability, marital status, veteran status, medical condition, pregnancy, childbirth or related medical condition, ancestry, gender identity (transgender status), HIV status, genetic information or history, or any other consideration prohibited by law.
- 3.2** LRCL agrees that all persons are entitled to equal employment opportunity under the law. Each applicant and employee shall be employed, evaluated and considered for promotion without discrimination based on race, color, creed, religion, gender, sexual orientation, national origin, citizenship status, immigration status, age, physical or mental disability, marital status, veteran status, medical condition, pregnancy, ancestry, gender identity (transgender status), HIV status, genetic information or history, or any other considerations prohibited by law. If a bargaining unit member believes that he or she has suffered unlawful discrimination, he or she should follow the resolution procedures provided for in this Agreement at Section 25. This should be done as soon as possible after the incident.
- 3.3** LRCL agrees to maintain an Diversity, Equity and Inclusion Policy to ensure open access to employment for all people. Members of the Bargaining Unit appoint up to five (5) Bargaining Unit employees as members of LRCL's Diversity, Equity and Inclusion Policy. The executive Director or their designee shall be a member of the Diversity, Equity and Inclusion Policy Committee. The Board of Directors may select up to five (5) of the Board as members of LRCL's Diversity, Equity and Inclusion Policy for the purpose of drafting a Diversity, Equity and Inclusion Policy. The draft of the revised Diversity, Equity and Inclusion Policy shall be

presented to LRCL's Staff and Board of Directors. Thereafter, the Executive Director or their designee and up to five (5) Bargaining Unit employees will comprise the Diversity, Equity and Inclusion Committee. The Diversity, Equity and Inclusion Policy Committee will meet bi-monthly to discuss the current affirmative action policy and its effects on workplace diversity, hiring and retention, and the workplace environment. The Committee will review current policies, propose new policies, and will consult with staff for all changes to the Diversity, Equity and Inclusion Policy. The Diversity, Equity and Inclusion Policy committee may approve new or edited affirmative action policies with a majority vote of the 5 Bargaining Unit Members.

- 3.4** Employees have the right, as protected by the law, to work in an environment free of sexual and other harassment. Management is committed to providing a work environment free of unlawful harassment. Management policy prohibits sexual harassment, and harassment based on race, color, creed, religion, gender, sexual orientation, national origin, citizenship status, immigration status, age, physical or mental disability, marital status, veteran status, medical condition, pregnancy, childbirth or related medical condition, ancestry, gender identity (transgender status), HIV status, genetic information or history, or any other basis protected by federal, state, or local law or ordinance or regulation. All such harassment is unlawful. The management's anti-harassment policy applies to all persons involved in any manner in the operation of LRCL or present on the property of LRCL and prohibits harassment by any employee of LRCL against any person present on the property of LRCL.

Prohibited unlawful harassment includes, but is not limited to the following behavior:

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitation, or comments;
- b. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
- c. Physical conducts such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- d. Threats and/or demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- e. Retaliation for having reported or threatened to report harassment.

If a Bargaining Unit member believes that they have suffered unlawful harassment, they should follow the resolution procedures provided for in this Agreement in Section 24/25. This should be done as soon as possible after the incident.

4. UNION STEWARDS AND REPRESENTATION

- 4.1** The Bargaining Unit may select a president, representative or steward not to exceed two (2) per every ten (10) employees and will keep LRCL currently informed in writing of the identity of such person(s).
- 4.2** Such Steward/Representative/President may investigate and process alleged violations of this agreement during working hours and without loss of pay.
- 4.3** Employees may consult with the Steward/Representative/President regarding alleged violations of the agreement during work hours.
- 4.4** Union Representatives and Bargaining Unit members may conduct Union business during the normal and customary working hours when such activity involves contract negotiations with the employer, grievance and arbitration hearings, Union meetings, bargaining unit meetings with union stewards and bargaining unit members and other staff regarding any issue arising under a provision of this agreement; and Bay Area training and seminars without loss of pay. Reasonable notice shall be provided to management by the bargaining unit only if such absence would negatively affect their work.
- 4.5** The employer agrees to provide a bulletin board, which the Union and Bargaining Unit may use to post notices of Union and Bargaining Unit business. The space provided will be maintained by the Union and Bargaining Unit. Union and Bargaining Unit bulletins and notices may be distributed to Bargaining Unit staff by internal mail systems.

5. SELECTION AND HIRING

- 5.1** All positions covered by this Agreement will be posted within LRCL for at least one (1) week. All employees are encouraged to apply before the position is filled. Additionally, for a position for which there is an available employee who has been laid off from a job of the same classification within the past twelve (12) months and who desires to be recalled, that employee is encouraged to apply and gets preference for the position. Notice of all open positions shall be sent by email as well as posted on the Union Bulletin Board. LRCL is subject to a “First Source Hiring Agreement” with the City and County of San Francisco. In filling posted vacancies covered by this Agreement, any staff member may participate in conjunction with the Executive Director and/or their designee as a member of the Hiring Committee to interview all qualified internal or external applicants.

The Hiring Committee shall be identified at the onset of the hiring process for every open position. Also, management should contact all staff to request their participation in the hiring process as a Hiring Committee member before the first interview of an applicant for the position.

The Hiring Committee, including the Executive Director or their designee (designee must be a Bargaining Unit Member), will collaborate to evaluate any qualified internal applicants selected to be interviewed and, if necessary, any qualified

external candidates. The input of each and every Hiring Committee member is encouraged and will be considered equally during the selection process. The Executive Director and their designee will strive toward the goal of reaching a unanimous consensus in every final hiring decision. However, in the event that a majority of the Hiring Committee disagrees with the final decision of the Executive Director or their designee, a waiting period of no less than one (1) week shall be utilized to reevaluate the final hiring decision. In the event that the majority of the Hiring Committee continues to disagree with the final hiring decision, any Hiring Committee member may request a panel of no less than three (3) members of the Bargaining Unit, who are not part of the Hiring Committee, to meet with all available members of the Hiring Committee within one (1) week of the request to discuss the disagreement before the hiring decision of the Executive Director or their designee is implemented.

Upon request, the Executive Director or their designee will meet with internal applicants who are not qualified to explain what will be needed to qualify for the position. The Executive Director will select the most qualified candidate who meets the requirements and qualifications as agreed by (1) consensus, (2) by a majority of the Hiring Committee or (3) after the above-referenced waiting period and/or Bargaining Unit panel discussion.

5.2 However, the final decision to hire applicants rests with the Executive Director. The Executive Director will strive toward the goal of reaching a unanimous consensus in every final hiring decision and must have the consent of the corresponding Program Coordinator. The Hiring Committee shall be composed of three (3) people:

- a) At least One (1) management person (ED and/or their designee);
- b) At least (1) representative from the program that is hiring, unless the program has no staff, in which case, a staff member from another program must be present.

Hiring Committee member must be present during the entire interview and selection process for purposes of consistency and continuity. The Hiring Committee will collaborate to evaluate any qualified internal applicants. The Hiring Committee will collaborate to evaluate any qualified internal applicants selected to be interviewed, and if necessary, any qualified external candidates. The input of each and every Hiring Committee member is encouraged and will be considered equally during the selection process in making the final decision to hire the applicant.

5.3 Volunteers and Fellows are excluded from these selections and hiring procedures and are subject to the selection and hiring procedures established by the Volunteer Corps and the particular Fellowship, respectively. Independent contractors, who are not involved in the provision of legal services, are also excluded from this selection and hiring procedures.

6. PROBATION

- 6.1** For the first six (6) months after being hired, members of the Bargaining Unit will work on a trial basis. This trial period will allow the Executive Director and/or their designee with input from staff, and new employees the opportunity to evaluate their suitability in terms of knowledge, skill, ability and interest. If at their sole discretion the Executive Director and/or their designee decides a new-employee will not be suitable, employment may be terminated at any time during that period.
- 6.2** A bargaining unit member who has been terminated during the trial period may select to pursue a grievance as provided for in this Agreement at Section 24. The grievance procedure will be limited to the Grievance Committee process.
- 6.3** Upon the successful completion of the trial period, the employee's seniority for all purposes shall be counted from the first (1st) day of employment. Following the trial period, any employee may only be terminated for just cause.

7. DISCIPLINE AND DISCHARGE

- 7.1** A Bargaining Unit Member who has successfully completed the trial period will not be disciplined or discharged without just cause. All causes of discipline of a Bargaining Unit Member by Management beyond the trial period may be the subject of a grievance filed by the Bargaining Unit Member as provided for in Section 25. Volunteers and Fellows are excluded from this section and will be subject to the discipline and discharge procedures of the Volunteer Program and/or the particular Fellowship, respectively.
- 7.2** In the event that Management will be disciplining a bargaining unit staff, management should notify the Union by contacting a LRCL Shop Steward to be present at a disciplinary meeting. Disciplining includes verbal or written warnings, suspension, or termination of employment by management. If no Shop Steward is available, management shall postpone the meeting with the member for at least 24 hours in order to ensure that a Union representative be present during the disciplinary meeting/action.

Management should make extra effort not to call the authorities, particularly the Police Department, in handling matters, except for emergencies only.

Emergency is defined as a situation in which an employee who is disciplined is making implicit or explicit threatening remarks to physically hurt somebody or is physically assaulting someone in the agency.

8. SENIORITY CLASSES

- 8.1** For the purposes of this agreement, fringe benefits are provided to bargaining unit members on the basis of seniority.
- 8.2** For the purposes of this agreement seniority is defined as the length of time a person is employed with LRCL. Seniority will be accrued on a prorated basis. Seniority begins to accrue from the date of hire. That length of time shall terminate when there

is a “Break in Service”. A break of service occurs when an employee resigns, or is on an unpaid leave of absence for more than three (3) months.

- 8.3** Any employee, who was laid off and then is recalled during a period of twelve (12) months after lay off, shall retain their accrued seniority. Any employee, who is in an unpaid leave of absence, shall retain his/her accrued seniority. Seniority shall be retained but not accrued during the above periods of absence.
- 8.4** The Executive Director and/or their designee shall provide the union with an up to date seniority list showing the name of each employee and accrued seniority on. The seniority list shall be made available to each employee and the Union upon request. The Executive Director and/or their designee shall post such seniority list and update on the Union bulletin board for examination by the employees. The Union may review the accuracy of the Seniority list and present any errors to the Executive Director and/or designee. Grievances regarding the seniority list must be initiated within thirty (30) days of posting
- 8.5** A person who becomes a regular part-time or full-time employee of LRCL on a prorata basis shall receive seniority credit for their time of service with LRCL as a volunteer, part-time or fixed term employee. For the purposes of fringe benefits (including but not limited to annual leave, accumulated health leave, compensatory time, accumulated seniority, severance,), seniority shall be carried over from one job classification to another. For the purpose of salary (wages), seniority will be carried over from one job classification to another.

9. LAY-OFFS AND RECALLS

- 9.1** Reduction in the number of staff positions covered by this agreement shall first be accomplished by attrition. Attrition is defined as a reduction in personnel as a result of voluntary resignation, retirement, or death.
- 9.2** Lay-offs and recalls shall be implemented whenever possible, solely on the basis of seniority. When funding for a particular program is lost, lay-offs and recalls shall be implemented on the basis of seniority agency-wide, so long as employee classifications with job qualifications necessary to accomplish the work of the agency are maintained. Following the determination as to the job qualifications of the least senior person, the bargaining unit member with the least seniority in the agency will be the first laid off and last recalled, excluding Fellows. (When the Fellow’s entire salary and benefits are covered by the fellowship).

Before lay-offs are initiated, Management and bargaining unit employees will engage in good faith bargaining about which agency positions can be cut and which positions must remain for funding, service, or organizational needs.

- 9.3** Employee Classifications include: Attorney, Coordinating Attorney, Program Coordinator, Office Administrator, J.D. Caseworker, Operations Manager, Site Manager, Legal Assistant, Paralegal, Organizer and Administrative Assistants/Receptionists, and any other fixed term employee. The employee’s classification shall take into consideration the specific qualifications of the job and the needs of LRCL.

9.4 Employees laid off shall be paid severance pay according to the schedule listed below:

If employee has worked:

3 - 12 months,	40 hours;
12 months + 1 day - 36 months,	80 hours;
36 months +1day - 60 months,	120 hours;
60 months +1day - 96 months,	160 hours;
96 months +1day,	200 hours;

Such payment shall be made at time of termination.

9.5 Seniority shall continue for a period of 12months and recall rights shall continue for a period of 12 months from date of separation. The employee who has been laid off is responsible for maintaining a current mailing address and telephone number with LRCL. Seniority shall be retained but not accrued during this time.

10. PERSONNEL RECORDS

10.1 You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of the Executive Director and/or their designee. An employee shall be given a copy of any document or notation concerning the performance of employee's duties or character placed in employee's personnel file, and shall have the right to have placed in such file employee's statement concerning any such document or notation. These records shall be maintained for three (3) years after the employee separates from LRCL.

10.2 Nothing shall be disclosed from such files to third parties without the written consent of the employee or under legal process. It is recognized that an employee who lists LRCL as a current or past employer is consenting to LRCL's disclosure of information relevant to the title, dates of employment to the person or organization to whom the fact of the employment relationship has been provided by the employee, and that an employee who has applied for a loan has implicitly consented to LRCL's disclosure of salary and date of employment information.

10.3 The Executive Director will attempt to restrict disclosure of an employee's personnel file to authorized individuals within the Management. Any request for information from personnel files must be directed to the Executive Director and/or their designee. Only the Executive Director and/or their designee are authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, LRCL will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

11. SALARIES

- 11.1 The Bargaining Committee has attached a chart of the starting salaries for this Agreement commencing with the fiscal year 2020/2021 beginning in May, 2020.

SEE ATTACHED ADDENDUM (Salary Schedule, Appendix A)

- 11.2 Base salary ranges are created specifically to determine where a new employee will fit into the overall salary structure. Management agrees to be bound by this structure as a material term of this agreement. The proposed ranges reflect a significant amount of deliberation on the part of members to avoid disparities in compensation and the possibility that a new, potentially less qualified employee will earn more than an existing employee. Establishing salary ranges ultimately involves a certain degree of speculation. However, the Bargaining Unit requests that management adhere to this structure and particularly the objective criteria that shall be used to determine the appropriate salary within each salary range for a new employee.

- 11.3 Starting salaries begin in the first tier of the salary range. Existing staff fit into the salary range based on their months of service to the agency. Each salary level consists of a \$2,500 range. The objective criteria to be used to determine an individual's salary will include time of service to LRCL, prior related work experience, relevant education experience. Relevant educational experience will include: 1. completion of significant job-related training; 2. undergraduate degree; 3. advanced degree; 4. additional advanced degree. The objective criteria would then be applied using the following formula:

Formula:

Potential new employees will be assigned points based on the noted criteria which will be allotted as listed below. Each Point will equal a \$500 increment along the Salary Range.

Prior Related Work Experience (PRWE)

1 point = 24 months (PRWE), max = 5 points (or 120 PRWE)

Relevant Educational Experience

- a. Category: Completion of significant job-related training or education comparable to Paralegal Certificate, Accredited Representative, Certified Interpreter (Spanish/English) or Specialty in a field of the law = **1.0 points each**
- b. Undergraduate Degree = **1.0 points**
- c. Advanced degree = **3.0 points** (Includes all other degrees)
- d. Additional Advance Degree = **1.0 point**

For incumbent staff: Annual Evaluation on Date of Hire Anniversary

11.4 The Bargaining Committee reserves the right to renegotiate the salary provisions concerning both current salaries and salary ranges in the event that the economic status of the agency improves.

11.5 Non-Attorneys who attain DOJ accreditation shall receive an annual increase as follows:

Partial Accreditation \$250

Full Accreditation \$500

Attorneys who attain a “Certified Specialist” under the California State Bar, related to their practice at LRCL shall receive an annual increase of \$500.

Employees must maintain this Accreditation/Certification to continue this increase

12. BENEFITS

12.1 All Bargaining Unit Members, whether they are regular full time or regular part time employees, who work twenty (20) or more hours per week, and in addition, their spouses, domestic partners and dependents are entitled to the following benefits as permitted by contract and law, upon completing thirty days of employment.

12.2 Group health and medical insurance plan for all eligible employees and their dependents. LRCL shall not change health plans and/or health providers without first consulting and reaching an agreement to make any changes with the Bargaining Unit members. The Bargaining Unit member may purchase a different plan than the one offered by LRCL. LRCL will pay up to the amount paid to the group health plan. **See Addendum C for detailed coverage**

12.3 100% dental coverage.
See Addendum C for coverage.

12.4 Upon termination of employment, an employee’s coverage under the group medical plan may continue at the employee’s expense as allowed by COBRA and current law.

12.5 Term Life and Accidental Death and Dismemberment Insurance: Each All eligible employees are insured under a term life policy in the sum of \$100,000. See Addendum C for details of coverage.

12.6 LRCL provides long-term disability coverage for all permanent employees within 30 days of employment. See Addendum C for details of coverage.

12.7 Staff is eligible to invest up to the legal limit under the law in the retirement benefits plan provided by the Employer as described in Appendix B. LRCL shall match each employee’s contribution to the retirement plan on a dollar-for-dollar basis subject to a match limit of 1% or 3% of each employee’s salary annually as described in Appendix B [Contributions by the participants are made pre-tax in the form of payroll deductions.]

Employer shall not change the retirement benefits plan without first informing the Union. Should a change arise due to third party providers, LRCL will bargain with the unit over the effects of those changes.

13. HOURS OF WORK

Definitions:

**Exempt: All salaried employees
Not eligible for paid overtime**

**Non-exempt: Employees paid based on hours worked
Eligible for paid overtime**

- 13.1** All bargaining unit employees will be provided with one (1) hour paid lunch break. In the event a non-exempt bargaining unit member, is unable to take their lunch break, they will receive one (1) hour of compensatory time (“comp time”).
- 13.2** Exempt bargaining unit members are entitled to flex time schedules to perform work duties as long as the employee completes forty (40) hours per week, and makes reasonable arrangements with the employee’s unit/department. Legal service providers will consider clients’ needs when setting their flex time schedules. Flex time means that the employee will perform work duties five (5) days per week according to their varied schedule. Exempt bargaining unit members are entitled to apply to Management for a modified schedule (otherwise known as less than a five (5) day work schedule) which cannot be unreasonably withheld by Management according to the employee's and unit's/department's circumstances with final approval of the Executive Director and/or their designee.
- 13.3** Non-exempt employees will be paid 1.5 times the regular rate of pay for all hours over eight (8) in a day or over forty (40) in a week. All overtime must be pre-approved by the Executive Director and/or their designee except in emergency situations. The Executive Director must use an objective standard when deciding overtime requests. If supervising attorney requests overtime for a member of their program, the Executive Director must approve the request absent of extenuating circumstances.
- 13.4** Exempt employees will receive one (1) hour of compensatory time for, each overtime hour worked. Compensatory time accrual cannot exceed two hundred (200) hours at any time. Bargaining Unit members receive no monetary compensation for accrued compensatory time at termination or separation from the job.

Compensatory hours must be entered into “Clicktime” (or the Employer’s time keeping system) and respective supervisors / Coordinating attorneys must be notified of the accrued compensatory time bi-weekly.

- 13.5 If non-exempt employees are authorized to work and do so on any LRCL official holiday listed in Section 14, they shall be paid double (2 times) the regular rate of pay for hours worked. If an exempt bargaining unit member works on any LRCL official holiday, they shall receive one (1) hour of compensatory time for each hour worked.
- 13.6 All employees will be provided with a quarterly report of all accrued annual leave, compensatory, health, and holiday leave.

14. HOLIDAYS

14.1 The following days will be paid holidays for all full-time and part time employees:

New Year's Day	January 1st
Martin Luther King Jr Day	3 rd Monday in January
President's Day	3 rd Monday February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1st Monday in September
Indigenous People's Day	2 nd Monday in October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Friday after Thanksgiving	4 th Friday of November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st

Holidays that "land" on Saturday shall be observed the Friday before. Holidays that "land" on Sunday shall be observed the following Monday.

Floating Holidays: All full time and part time employees may take two (2) additional floating holidays of their choosing.

15. ANNUAL LEAVE

15.1 All full-time and part-time employees of LRCL shall accrue paid annual leave each year pursuant to the following schedule:

- a. For employees who have been employed by LRCL for up to 25 months, annual leave will accrue at the rate of .625 day(s) per pay period, which is equivalent to 15 workdays (120 hours) in one year.
- b. For employees who have been employed by LRCL for up to 25 months and one day to 49 months, annual leave will accrue at a rate of .833 day(s) per pay period, which is equivalent to 20 workdays (160 hours) in one year.

- c. For Employees whom LRCL has employed for 49 months and one day or more, annual leave will accrue at a rate of 1.041-day(s) per pay period, which are equivalent to 25 (200 hours) workdays in one year
- i. No employee may carry over more than thirty (30) days (240 hours) of annual leave to the following year. Management shall provide thirty (30) days written notice of accruing more than 30 days of annual leave as July 1st of that year.
 - ii. Annual leave for regular part-time employee shall be pro-rated based upon the schedule in 15.1.
 - iii. Employees shall commence to earn and accrue annual leave with pay from the first day of employment. An employee is entitled to use their annual leave in whole or in part any time it is accrued upon notification to the Executive Director and/or designee according to reasonable scheduling requirements of the employee's unit. Upon separation, an employee shall be paid in monetary compensation for all accrued annual leave.
 - iv. If an official LRCL holiday falls during an employee's annual leave, the holiday will not be deducted from accrued annual leave.
 - v. Any leave other than that for which the agreement provides which an employee requests to be taken for personal or professional reasons, may be negotiated with the Executive Director and/or their designee as unpaid leave.
 - vi. Any request for vacation leave, Leave With Out Pay, use of accrued comp time or any other form of paid leave shall be made in writing to the Coordinating Attorney and also to the ED. For requests for leave for more than 1-week staff must provide 2 weeks minimum written notice of the request. For requests for vacation/ time off in excess of 11 workdays: staff must provide 30 days minimum written notice to Supervisor/Coordinating attorney and to ED. The ED has discretion to approve or deny such request, and will consider impact upon legal department; deliverables; staffing levels, time sensitive work; number of days of leave the requestor has taken recently or in past several months. In event of overlapping requests by more than one staff member, the first request received in time receives priority for approval.
 - vii. Regular salary (wages) pay will be paid prior to going on leave to any employees who request it in writing form the Executive Director or designee at least three weeks prior to the prior pay day. Regular salary (wages) pay shall be at the same rate had an employee worker their regular straight-time schedule that day.

16. SICK LEAVE

- 16.1** All full-time employees will accrue sick leave credit hours at the rate of one (1) day per month from the date of hire. There is no maximum limit to the number of sick leave credits that an employee may accrue; that is; they do not forfeit time not taken due to maximum limitations. Sick leave for regular part-time shall be pro-rated based upon the number of hours worked.
- 16.2** Sick leave is to be used when a bargaining unit member is sick, incapacitated, consulting with a doctor, clinic, or related practitioner, attending their new born or newly adopted child, as needed for a mental health day, or in case of illness of a family member or domestic partner. A bargaining unit member does not need to provide their reasons for requesting sick leave.
- 16.3** All bargaining unit members are entitled to time off as needed to care for the employee's seriously ill child, parent, spouse, domestic partner, or the employee's own illness or injury according with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993.
- 16.4** All bargaining unit members are entitled to a maximum of six (6) months for pregnancy or child leave for a newborn or newly adopted child. The first three months of said leave shall be paid at the regular pay rate for the employee, as long as said employee has worked 180 days at LRCL before requesting such leave. Following the three months, employees shall use any available sick leave and then may use accrued annual leave time for this leave. The remainder of said leave shall be unpaid.
- 16.5** When a bargaining unit member is absent due to illness, the bargaining unit member must notify their Program Coordinator, unless incapacitated, or notify the receptionist by 10:00 a.m. each day, unless incapacitated. If the Receptionist or Program Coordinators are absent due to illness, they should notify the Executive Director, by 10:00 a.m., each day unless incapacitated. The bargaining unit member may also notify other staff potentially affected by the absence. The bargaining unit member must call each day they are absent due to illness unless a definitive duration of absence has been communicated to their coordinator or the Executive Director or their designee.
- 16.6** If a bargaining unit member's accrued sick leave is depleted, any additional time needed will be deducted from the accrued annual leave or comp time. Any bargaining unit member who does not have enough sick leave time accrued and who does not have sufficient accrued annual leave and/or comp time, will not be paid for days off due to illness.
- 16.7** If an official LRCL holiday occurs while a bargaining unit member is on sick leave, that day will not be deducted from the employee's sick leave accrual.
- 16.8** Bargaining unit members shall receive no monetary compensation for accrued sick leave at termination or separation from the job.

- 16.9** No employee shall forfeit seniority, sick leave or leave benefits while on authorized leave and/or leave mandated by law.

17. BEREAVEMENT LEAVE

- 17.1** All employees of LRCL shall be entitled to paid leave of up to five (5) days for each instance of bereavement of an employee's immediate family. Any extension of bereavement leave may be negotiated with the Executive Director and/or designee.
- 17.2** Immediate family shall be defined as natural, adopted or step-children of employee and children of employee's spouse or domestic partner; father/mother; employee's spouse or domestic partner; brother/sister; brother-in-law/sister-in-law (or brother/sister of domestic partner); father-in-law/mother-in-law (or father/mother of domestic partner); grandparents/grandparents-in-law (or grandparents of domestic partner); son-in-law/daughter-in-law (or son-in-law/daughter-in-law of domestic partner); grandchildren of employee and of employee's spouse or domestic partner; aunt/uncle of employee and employee's spouse or domestic partner; first cousin of employee or employee's spouse or domestic partner.

18. ELECTION DAY LEAVE

- 18.1** LRCL encourages its employees to fulfill their civic responsibilities by voting. If an employee is unable to vote in a state or nationwide election during her/his non-working hours, LRCL will grant up to two (2) hours of paid time to vote, as required by law.
- 18.2** An employee shall schedule their election leave at the beginning or the end of the workday; whichever provides the least disruption to the normal work schedule.

19. JURY DUTY/WITNESS LEAVE

- 19.1** A bargaining unit member who has been summoned for jury duty or to be a witness should notify the Executive Director and/or designee immediately so that arrangements can be made to cover the employee's duties during the absence. The employee should keep the office advised of their "on-call" jury/witness status, and the anticipated length of jury duty. Employees are required to return to work if jury status is "on-call." All employees of LRCL shall be entitled to paid leave for all time summoned for jury duty or to be a witness for the duration of the trial.

20. OUTSIDE ACTIVITIES

- 20.1** In order for LRCL to accomplish the goals of creating a more just and inclusive society for the community, LRCL recognizes the exceptional need and importance for its employees to contribute to the community in many arenas in addition to LRCL's work. LRCL, therefore, encourages all attorneys and staff, to the best of their abilities, to engage in outside activities, during work hours if necessary, that accomplish the following:

- 20.2** Educate the community and increase the visibility of LRCL's goals in the community;
- 20.3** Supplement and complement ongoing LRCL projects in employment, housing, immigration and senior law.
- 20.4** Develop and/or cultivate relationships with individuals and/or organizations that currently provide or may be interested in providing financial or other support to any of LRCL's programs; and/or
- 20.5** Develop new ties and relationships that will enhance LRCL's ability to demonstrate achievements in accomplishing the above goals.
- 20.6** These outside activities include teaching, whether it is in a private, religious or public institution, ranging from elementary to college, to universities and professional schools. This includes teaching, volunteering, participating on any job-related activity in any community organization or institution that is consistent with the goals and objectives of LRCL.
- 20.7** Any attorney or staff member exempt or non-exempt interested in performing outside activities may be allowed to do so if the following conditions are met:
- a. Employee has submitted a request to the Executive Director and/or designee, describing the outside activity in detail, including the name of the organization or institution, the number of hours and days the employee will be away from her/his customary work hours at LRCL;
 - b. The request has been submitted within a reasonable time to allow LRCL to make the proper accommodations;
 - c. The Executive Director and/or designee agrees that the outside activity fosters the goals of LRCL;
 - d. Depending on whether the employee is exempt or non-exempt, the Executive Director and/or designee will decide whether the request will be granted or denied based on the internal needs of the organization. If the request is denied, the employee shall receive notification of the denial;
 - i. The employee will not provide services already being provided by LRCL; and
 - ii. The employee will refer the clients to LRCL for services that are provided by LRCL.
- 20.8** The requirements and process outlined above will apply for outside activities that take place after the signing of this contract.

21. LEAVE FOR BAR STUDY

Use of Bar Leave

An employee who qualifies for bar leave may take only one bar leave per 12-month period if it is the employee's first or second attempt at the bar.

For an employee's third or further attempt at the bar, even if the attempts are prior to employment at LRCL, an employee may take only one bar leave per 24-month period.

- 21.1** All bargaining unit members who have worked at LRCL for at least twelve (12) months (shall be entitled to one (1) month paid - leave for-the-purpose of study for the California Bar Examination. If the bargaining unit member needs to take the California Bar Exam a second time, such employee will be entitled to one month paid leave. Such bargaining unit member will be paid for:
 - a. One month of their salary for one month of leave; or
 - b. One half (½) of their salary for two months of leave.
- 21.2** Sick leave is not applicable for purposes of study. Unpaid leave or annual leave can be used should additional Bar study be necessary as provided in Section 15/22.
- 21.3** All bargaining unit members who have worked at LRCL for less than twelve (12) months have the right to take unpaid leave to study for the California Bar Exam for up to two (2) months.
- 21.4** Current staff members who plan to take leave for the Bar Examination will give thirty (30) days' notice.

22. UNPAID LEAVE OF ABSENCES

- 22.1** Upon thirty (30) days' notice to the Executive Director and/or designee, when possible, a leave of absence without pay for personal reasons may be authorized by the Executive Director and/or designee.
- 22.2** An employee returning from authorized leave shall be placed in the same job the employee occupied before the leave. If the job is no longer available, the employee shall be placed in a comparable classification with the same or comparable pay. It is understood that in the event a layoff or other event occurs while the employee is on leave, the employee is entitled to the job that the employee would have retained based on the provisions of Sections 8; 9 and 16.3.

22.3 Leave Without Pay/Sabbatical

Any bargaining unit employee who has worked for LRCL for a period of two (2) years, whether full-time or part-time, shall be entitled to take a leave of absence without pay for one month; three to four years employment, two months leave; and five years or more employment, three months leave, upon obtaining authorization from the Executive Director and/or their designee. The Executive Director shall not arbitrarily deny a request. Such employee shall be entitled to return to work at the same job, or a substantially similar position, with the same salary rate and benefits

they had when they left the position, including the normal raises that would have been acquired if the employee had not been on sabbatical. Additional time can be requested and granted at the discretion of the Executive Director and/or designee. Leave With Out Pay/Sabbatical shall be prorated for part-time employees.

- 22.4** Neither seniority, annual leave, nor sick leave will accrue during periods of unpaid leaves of absence. Health benefits should continue without interruption during all annual leaves, bar leaves, and unpaid leaves approved by the Executive Director and/or designee.

23. JOB-RELATED TRAINING AND EDUCATION

- 23.1** In order to provide the best possible legal and advocacy services, education, and leadership development opportunities to our clients, LRCL is committed to providing opportunities for educational advancement to all staff. Any bargaining unit member seeking to increase their job-related skills, whether they be technical skills such as typing or computer programming, or substantive skills, such as La Raza studies, Latin American studies, political science, immigration law, Bar-related courses, LSAT and GRE courses, language courses, fund development courses, management courses, or any other relevant legal training, may be allowed to do so if the following conditions are met:
- a.** Bargaining unit member has submitted a request describing the course or training, including the name of the school/event, the course schedule, and the number of hours the employee will be away from her/his customary work hours at LRCL;
 - b.** The request has been submitted within 30 days if possible or within a reasonable time, to allow LRCL to make the proper accommodations;
 - c.** The Executive Director agrees that the course of study fosters the goals of LRCL. The standard that the Executive Director uses to make this determination is objective;
 - d.** The request does not conflict with regularly scheduled staff or administrative meetings;
 - e.** The Executive Director and/or designee will decide whether the request will be granted based on the internal needs of the organization and the stated needs of the bargaining unit member.

- 23.2** In order to encourage staff to pursue education, LRCL will provide the following incentives to staff members undertaking studies:
- a.** Mandatory Continuing Legal Education (MCLE) courses must be funded separately from an initial MCLE minimum fund of \$1000. Once a bargaining unit member has requested the use of this MCLE fund in writing, the Executive Director must provide such funds within fifteen (15) days.
 - b.** LRCL must allot a minimum of \$200.00 per employee per year for training, education, and/or other professional development purposes, not including MCLE courses. Once a bargaining unit member has requested the use of this \$200.00 in writing, the Executive Director must provide such funds within fifteen (15) days. This amount can be used toward the cost of tuition, registration fees, professional development registration or fees, books, or other related expenses. The ED must provide all staff with access to training in a fair, equitable and transparent manner, recognizing that their different grants across the various legal departments may have differences in funding levels. The ED will strive to make training available to all in as equitable manner as possible.

Additional Job-Related Educational Funds not covered in 23.1 may be approved when related to the bargaining unit member's job-related goals, and will be budgeted and made available at the discretion of the Executive Director and/or their designee.

24. GRIEVANCE AND RESOLUTION PROCEDURES

24.1 LRCL identifies four (4) potential categories of scenarios that may require dispute resolution.

- 1) Issues requiring resolution by reporting directly to the Executive Director and/or their designee;
- 2) Issues that can be resolved informally
- 3) Issues that are resolved through the grievance process; and
- 4) Issues that are resolved through the intra-office conflict resolution process

ISSUES RESOLVED BY REPORTING TO THE EXECUTIVE DIRECTOR

- a.** When a Bargaining unit member seeks to resolve issues arising from the behavior of another Bargaining unit member, such as harassment, the first step is to report the behavior or issue to the Executive Director and/or their designee, in writing, verbally, or both.
- b.** Once Management is notified, Management will immediately undertake an effective, thorough and objective investigation of the allegations. This investigation shall be conducted according to the standards proscribed by the California Human Resources Investigatory and Employee Complaint Handbook.

- c. Nothing in this Section prohibits a Bargaining Unit Member from requesting that a Bargaining Unit representative of their choice be present during any investigatory meeting initiated by Management in relation to a complaint filed through the Executive Director or their designee pursuant to this Section.

INFORMAL RESOLUTION

- 24.2** When Bargaining Unit Members have issues with other Bargaining Unit Members or with Management outside those issues described above in Section 26.
- 24.3** Bargaining Unit Members may resolve these issues through an informal process involving open communication. Most work-related problems can be solved by regular, open communication between Bargaining Unit Members or between Bargaining Unit Members and Management.

25. GRIEVANCE PROCESS

The grievance process is the one followed by a member of the Bargaining Unit when the member believes that there has been an unjust action, practice, or condition committed by management that cannot be resolved informally. Through the grievance process, a Bargaining Unit Member may allege that Management or someone on behalf of Management has violated a member's rights that have been agreed to under the contract, or LRCL Personnel Manual, or through legislation, or through the employer's past practice or through the employer failing to meet Management's rules and/or responsibilities, or through the lack of fair treatment.

Examples of such acts include, but are not limited to the following:

1. Violation of contract
2. Violation of past practice
3. Violation of fair treatment
4. Violation of the law
5. Violation of management's rules and/or responsibilities
6. Unlawful harassment committed by management.

The purpose of the establishment of grievance procedures is to provide Bargaining Unit members, the Union, and LRCL's Management a fair and orderly means of resolving disputes, which may arise between Bargaining Unit members and Management.

All parties to this Agreement agree that this procedure shall be in lieu of any other format or procedure previously established for the resolution of grievances. This shall be the exclusive means for the resolution of Bargaining Unit Members and/or Union grievances or claims against the Management of LRCL, with the exception of allegations of harassment.

- 25.1** A grievance committee consisting of one (1) to five (5) members of the Bargaining Unit shall be maintained to address, communicate concerns, or facilitate the resolution of Bargaining Unit vs. Management grievances. The selection of this committee shall be on an annual basis without term limits and members shall be replaced according to the regular conduct of the Bargaining Unit's business. The Bargaining Unit members will elect the Bargaining Unit members who will participate as part of the Grievance Committee. All grievances shall be conducted according to the process called for in this Section.
- 25.2** Any member shall have the right to representation concerning grievances or claims made against the Management of LRCL by either a Union Field Representative and/ or a member of the Bargaining Unit.

26. GRIEVANCE PROCEDURES

A grievance is defined as a claim or dispute by any bargaining unit employee or the Union concerning the interpretation or application of this Agreement. The parties encourage open communication between employees and their supervisors. Prompt resolution of personnel issues is important for good relations, fairness and efficient operation.

Informal Step 1. Grievances shall initially be taken up orally by the employee and/or the Union Steward and/or Union Representative with the immediate Supervisor/Program Director in an attempt to settle the matter on an informal basis. This process is detailed in Section 24.2

Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing by the employee or their representative and submitted to the Grievance Committee and ED. Such written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward and/or Union Representative. In order to be valid, the grievance must be submitted within fifteen (15) calendar days of the date that the alleged violation occurred or could be reasonably known to have occurred. The Employer and/or the Shop Steward and/or the Union Representative will schedule to meet within seven (7) calendar days of such submission.

Step 3. If the grievance is not satisfactorily settled at Step 2, it may be presented in writing to the Executive Director or designee by the Union within seven (7) calendar days after Step 2 is completed.

The Executive Director or designee shall give a written response to the employee and the Union Representative within fourteen (14) calendar days after submission of the grievance to them.

Step 4. (this Step is optional and may be waived by the party filing the Grievance)

Provided a request is made in writing within fourteen (14) calendar days of the Executive Director's or designee's response, if the grievance still remains unresolved, it may be directly referred by the Union to Mediation. Upon receipt of a written request for mediation of a grievance or dispute under this procedure, the Employer and the Union shall request mediation through FMCS. The decision of the mediator shall be final and binding upon the parties only if both parties agree.

Step 5. Provided a request is made in writing within fourteen (14) calendar days of the Executive Director's or designee's response, if the grievance still remains unresolved, it may be directly referred by the Union to binding arbitration. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within seven (7) calendar days after receipt of the written request for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) representative arbitrators. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement. All expenses of arbitration, excluding costs of representation and witnesses, shall be paid equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the parties.

If agreed, the parties may move to "Expedited Arbitration" as described below.

Expedited Arbitration: By mutual agreement of the Employer and the Union, grievances which are referred to binding arbitration may be addressed using expedited rules, which will include the following characteristics: (1) Extensive efforts shall be made prior to the hearing to stipulate to the facts; (2) there shall be no stenographic record of the proceedings; (3) only oral closing arguments will be used; no briefs; (4) only an oral bench decision shall be required.

Time limits may be extended or waived only by mutual agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall proceed through the Steps. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method for determining settlements between the parties of any and all grievances herein defined.

A grievance can take place during normal business hours without a member suffering any loss in pay.

27. AGREEMENT

- 27.1** This Agreement, its appendices and amendments agreed to herein, are the exclusive record between the parties on all matters of wages, hours, and other terms and conditions of employment. Nothing in this Agreement shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly set forth in the Agreement; no party shall be deemed to have agreed to promise to do or refrain from doing anything unless this Agreement explicitly sets forth such an agreement or promise. This Agreement supersedes any prior agreement, whether oral, written or implied, concerning wages, hours or working conditions of members covered by this Agreement.
- 27.2** The parties may, by mutual agreement, agree to amend or add to any provision of this Agreement. However, any such amendment or modification must be in writing, executed by the duly authorized representative(s) of each party, and any oral modifications or amendment shall be of no force or effect.
- 27.3** If any provision of this Agreement should be held invalid by operation of law or by a final determination of any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has been restrained shall not be affected, it being the express intention of the parties hereto that all other provisions not declared invalid remain in full force and effect. The parties shall meet and negotiate replacement language for any provision, which may be found to be in conflict with applicable law.
- 27.4** All written communications concerning the application and interpretation of this Agreement shall be sent to the Union, addressed to the Union Field Representative, SEIU Local 1021, 350 Rhode Island, Suite 100 South, San Francisco, CA 94103, and to LRCL addressed to Union Steward, LRCL, Inc., 474 Valencia Street, Suite 295, San Francisco, CA 94103.

28. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2020 through June 30, 2023, and from year to year thereafter, unless at least sixty (60) days prior to June 30, 2023-or any subsequent anniversary thereafter, either party gives written notice to the other of its desire to terminate or to make changes in this Agreement.

29. SENIORITY RECOGNITION:

Seniority Recognition shall be provided every year on the anniversary date of hire, in the amount specified below. The Seniority Recognition is defined as an annual bonus.

Year 1 and 2	\$350
Year 3 and 4	\$700
Year 5+	\$1,000

30. WAGES

WAGE RE-OPENER

Wage increases shall be negotiated annually during the “wage Re-Opener” to begin April 1st with implementation on July 1st each year.

31. SALARY SCHEDULE

See Attached Salary Schedule, Appendix A.

32. LEGAL ETHICS

- a. A non-attorney may not direct or attempt to direct attorneys to violate any of their ethical obligations.
- b. Unauthorized Practice of Law

A non-attorney shall not:

- a. Provide legal advice
- b. Make decisions or attempt to make decisions regarding case strategy
- c. Direct or attempt to direct other non-attorneys to provide legal advice, conduct casework such as providing consultations, or other similar actions.

For La Raza Centro Legal

[Signature] 1/27/2021
Date
[Signature] 3/19/2021
Date
[Signature] 03/08/21
Date

For SEIU 1021

[Signature] 1/28/21
Date
[Signature] 2/1/21
Date
[Signature] 2/1/21
Date
Ron Rhone
Field Representative
[Signature] 7/21/21
Date
Jason Klumb
SF Field Director
[Signature] 7/30/21
Date
John Stead-Mendez
Executive Director

Appendix A

STARTING WAGE SCALE

Job Class	Base Rate	+1 PWRE	+2 PWRE	+3 PWRE	+4 PWRE	+6 PWRE
Coordinating Attorney	70,000	70,500	71,000	71,500	72,000	72,500
Staff Attorney	65,000	65,500	66,000	66,500	67,000	67,500
		2 Years	4 Years	6 Years	8 Years	10 Years
Staff Accountant w/ BA or BS	51,500	52,000	52,500	53,000	53,500	54,000
JD Caseworker	47,500	48,000	48,500	49,000	49,500	50,000
Office Administrator	50,000	50,500	51,000	51,500	52,000	52,500
Paralegal w/BA or BS	44,500	45,000	45,500	46,000	46,000	46,500

This “Starting Wage Scale” and Wage increases shall be negotiated annually during the “wage Re-Opener” to begin April 1st with implementation on July 1st each year.

PWRE = Previous Work-Related Experience

1 PWRE = \$500

- PWRE calculation occurs at time of hiring of an employee
- Attorneys earn PWRE for any time worked as attorneys even if practicing law in other specialty
- PWREs for existing employees is not recalculated at time of wage reopener; thus, no new or additional

PWREs are added to reflect work experience gained through work as an LRCL employee

- 1 point =24 months =1 PWRE
- Maximum limits: the maximum an employee can accrue is 5 PWRE = 5 points = 120 months

PWRE = 10 years

- the ED prepares a worksheet of PWRE calculation at time of hire to place in personnel file with offer letter.

Appendix B:

The retirement plan will be a SIMPLE IRA which allows for employees of LRCL to contribute up to the legal limit (\$13,500, plus an additional \$3,000 for employees age 50 or older in pre-tax dollars in 2021). Annual contribution limits are determined by the IRS.

Employees may select from mutual funds available through the SIMPLE IRA provider.

The employer match will be made on a dollar-for-dollar basis, subject to a match limit of 1% or 3% of annual salary, depending on the year. IRS regulations require an employer match of 3% of annual salary in at least 3 of 5 years; the employer match can be reduced to 1% of annual salary in no more than 2 of 5 years. Employer match is provided on a dollar-for-dollar basis, subject to these percentage limits:

LRCL currently plans to provide a dollar-for-dollar match of employee contributions up to the following amounts:

2021	1% of annual salary
2022	1% of annual salary
2023	3% of annual salary
2024	3% of annual salary
2025	3% of annual salary

Changes to employer contribution or match will adhere to IRS guidelines. In particular, should the employer match percentage change, LRCL will inform employees within a reasonable period before the 60-day election period.

Appendix C

For effective dates January 1–December 1, 2020
 *Also available in Covered California and CaliforniaChoice.
 Covered California doesn't include child dental coverage.

PLATINUM 90 HMO 0/10* + CHILD DENTAL ALT[†]

Copay HMO Plan

[†]The abbreviation "ALT" in the plan names designates Kaiser Permanente developed "alternate" plans that supplement those available through Covered California for Small Business. Alternate plans are available at the Platinum, Gold, and Silver levels and provide a broader range of plan benefits, including chiropractic/acupuncture, for small businesses with 1–100 employees.

FEATURES	MEMBER PAYS
PLAN DEDUCTIBLE	\$0
OUT-OF-POCKET MAXIMUM Embedded	Individual — \$3,000 ^{1,2} Family — \$6,000 ^{1,2}
IN THE MEDICAL OFFICE	
Primary care visits	\$10
Urgent care visits	\$10
Specialty office visits	\$20
Preventive exams, vaccines (immunizations)	\$0 ³
Prenatal care	\$0 ⁴
Postpartum care	\$0 ⁴
Well-child preventive care visits	\$0 ⁵
Allergy injections	\$5
Infertility services	Not covered ⁶
Physical, occupational, and speech therapy	\$10
Most laboratory tests	\$20
Most X-rays and diagnostic testing	\$40
Most MRI/CT/PET scans	\$150
Outpatient surgery (per procedure)	\$300
EMERGENCY SERVICES	
Emergency Department visits (waived if admitted directly to hospital)	\$200
Ambulance	\$150
PRESCRIPTIONS	
Generic drugs (up to a 30-day supply)	\$5 ⁷
Brand-name drugs (up to a 30-day supply)	\$15 ⁷
Specialty drugs (up to a 30-day supply)	10% per prescription up to \$250 maximum ⁷
HOSPITAL CARE	
Physicians' services, room and board, tests, medications, supplies, therapies, birth services	\$500 per admission
Skilled nursing facility care (up to 100 days per benefit period)	\$250 per admission
MENTAL HEALTH SERVICES	
In the medical office	\$10
In the hospital	\$500 per admission
CHEMICAL DEPENDENCY SERVICES	
In the medical office	\$10
In the hospital (detoxification only)	\$500 per admission
OTHER	
Televisits	\$0
Chiropractic and acupuncture	\$15 per visit (20 combined visits per year)
Certain durable medical equipment (DME) (supplemental and base)	10% ⁸
Certain prosthetic and orthotic devices	\$0
Pediatric optical (eyewear)	1 pair of eyeglasses or contact lenses per year ⁹
Pediatric vision exam	\$0
Adult optical (eyewear)	\$175 allowance ¹⁰
Adult vision exam (for eye refraction)	\$0
Home health care (up to 100 visits per year)	\$0
Hospice care	\$0

¹This plan has an embedded out-of-pocket maximum. Individual family members aren't subject to cost sharing when they reach their individual out-of-pocket maximum, or when the family out-of-pocket maximum is met.

²Out-of-pocket maximum is the maximum amount an individual or family will pay for certain services in a year.

³Preventive lab tests, X-rays, and immunizations are covered as part of the preventive exam.

⁴Scheduled prenatal visits and the first postpartum visit.

⁵Well-child visits through age 23 months.

⁶Infertility benefits can be added to this plan for an additional cost. For more information, contact your broker or Kaiser Permanente representative.

⁷Prescription drugs are covered in accordance with our formulary when prescribed by a Plan physician and obtained at Plan pharmacies. A few drugs have different copays. For information on our formulary, including the drugs on the specialty tier, go to kp.org/formulary or call our Member Service Contact Center.

⁸Both base and supplemental DME are covered. Supplemental DME is limited to a combined maximum benefit of \$2,000 per year for services. Refer to the *Evidence of Coverage* for information on what's included in your DME benefit.

⁹Under age 19. 1 pair of eyeglasses from a limited selection.


¹⁰Allowance toward the cost of eyeglass lenses, frames, and contact lenses fitting and dispensing every 24 months.

This is a summary of benefits only and is subject to change. The KFHP *Evidence of Coverage* and the KPIC *Certificate of Insurance* contain a complete explanation of benefits, exclusions, and limitations. The information provided isn't intended to describe all the benefits included in each plan, nor is it designed to serve as the *Evidence of Coverage* or *Certificate of Insurance*.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/ca/4HVL.SMG01012020>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (855) 383-7248 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$0.	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your <u>deductible</u> ?	Yes. Primary Care <u>Specialist</u> Visit <u>Preventive Care</u> for In- <u>Network</u> <u>Providers</u> . Tier 1 Tier 2 Tier 3 Tier 4 <u>Prescription</u> <u>Drugs</u> for In- <u>Network</u> <u>Providers</u> . Vision for In- <u>Network</u> <u>Providers</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> <u>services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive</u> <u>services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for <u>specific</u> <u>services</u> ?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	\$5,800/person or \$11,600/family for In- <u>Network</u> <u>Providers</u> .	The <u>out-of-pocket</u> <u>limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket</u> <u>limits</u> until the overall family <u>out-of-pocket</u> <u>limit</u> has been met.
What is not included in the <u>out-of-pocket</u> <u>limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket</u> <u>limit</u> .
Will you pay less if you use a <u>network</u> <u>provider</u> ?	Yes, Select HMO. See www.anthem.com/ca or call (855) 383-7248 for a list of <u>network</u> <u>providers</u> .	This <u>plan</u> uses a <u>provider</u> <u>network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's</u> <u>network</u> . You will pay the most if you use an <u>out-of-network</u> <u>provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance</u> <u>billing</u>). Be aware your <u>network</u> <u>provider</u> might use an <u>out-of-network</u> <u>provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care <u>provider's office</u> or clinic	Primary care visit to treat an injury or illness	\$30/visit	Not covered	-----none-----
	<u>Specialist</u> visit	\$55/visit	Not covered	-----none-----
	<u>Preventive care/screening/immunization</u>	No charge	Not covered	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	Lab – Office \$25/service X-Ray – Office \$40/service	Lab – Office Not covered X-Ray – Office Not covered	-----none-----
	Imaging (CT/PET scans, MRIs)	\$250/procedure	Not covered	-----none-----
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at http://www.anthem.com/pharmacyinformation/ Select Drug List	Tier 1 - Typically Generic	\$15/prescription (retail) and \$38/prescription (home delivery)	Not covered (retail and home delivery)	Most home delivery is 90-day supply. *See Prescription Drug section of the <u>plan</u> or policy document (e.g. evidence of coverage or certificate).
	Tier 2 - Typically <u>Preferred Brand & Non-Preferred Generic</u> Drugs	\$40/prescription (retail) and \$120/prescription (home delivery)	Not covered (retail and home delivery)	
	Tier 3 - Typically <u>Non-Preferred Brand and Generic</u> drugs	\$80/prescription (retail) and \$240/prescription (home delivery)	Not covered (retail and home delivery)	
	Tier 4 - Typically <u>Preferred Specialty</u> (brand and generic)	30% <u>coinsurance</u> up to \$250/prescription (retail and home delivery)	Not covered (retail and home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$500/visit	Not covered	-----none-----
	Physician/surgeon fees	No charge	Not covered	-----none-----
If you need immediate medical attention	<u>Emergency room care</u>	\$300/visit	Covered as In-Network	Copay waived if admitted. No charge for Emergency Room Physician Fee.

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/ca/4HVLMSG01012020>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
	<u>Emergency medical transportation</u>	\$150/trip	Covered as In-Network	Non-emergency non-network Ambulance Services are limited to \$50,000 per occurrence.
	<u>Urgent care</u>	\$30/visit	Not covered	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	\$500/day up to 4 days/admission	Not covered	100 days/benefit period for Inpatient rehabilitation for In-Network Providers.
	Physician/surgeon fees	No charge	Not covered	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit \$30/visit Other Outpatient \$500/visit	Office Visit Not covered Other Outpatient Not covered	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	\$500/day up to 4 days/admission	Not covered	No charge for Inpatient Physician Fee In-Network Providers. No Coverage for Inpatient Physician Fee Non-Network Providers.
If you are pregnant	Office visits	No charge	Not covered	Cost sharing does not apply for preventive services. \$30/visit for Postnatal In-Network Providers. In-Network preventative prenatal and postnatal services are covered at 100%. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No charge	Not covered	
	Childbirth/delivery facility services	\$500/day up to 4 days/admission	Not covered	
If you need help recovering or have other special health needs	<u>Home health care</u>	\$55/visit	Not covered	100 visits/year for Home Health and Private Duty Nursing combined for In-Network Providers.
	<u>Rehabilitation services</u>	\$30/visit	Not covered	*See Therapy Services section.
	<u>Habilitation services</u>	\$30/visit	Not covered	
	<u>Skilled nursing care</u>	\$150/day up to 4 days/admission	Not covered	100 days/benefit period for skilled nursing services for In-Network Providers.
	<u>Durable medical equipment</u>	\$100/visit	Not covered	*See <u>Durable Medical Equipment</u> Section

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/ca/4HVLMSG01012020>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
	Hospice services	No charge	Not covered	-----none-----
If your child needs dental or eye care	Children's eye exam	\$0/visit	Not covered	*See Vision Services section
	Children's glasses	\$0/unit	Not covered	
	Children's dental check-up	0% coinsurance	Not covered	*See Dental Services section

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> • Cosmetic surgery • Long-term care • Weight loss programs | <ul style="list-style-type: none"> • Dental care (Adult) • Non-emergency care when traveling outside the U.S. | <ul style="list-style-type: none"> • Hearing aids • Routine foot care unless medically necessary |
|--|---|--|

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- | | | |
|---|---|---|
| <ul style="list-style-type: none"> • Acupuncture • Infertility treatment Limited to Medically Necessary iatrogenic fertility preservation services. | <ul style="list-style-type: none"> • Bariatric surgery • Private-duty nursing 100 visits/year combined with Home Health | <ul style="list-style-type: none"> • Chiropractic care 20 visits/year • Routine eye care (Adult) 1 exam/benefit period. |
|---|---|---|

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Managed Health Care, California Help Center, 980 9th Street, Suite 500, Sacramento, CA 95814-2725, (888) 466-2219, <https://www.dnhc.ca.gov/>, Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 4310, Woodland Hills, CA 91365-4310

Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform

Department of Managed Health Care, California Help Center, 980 9th Street, Suite 500, Sacramento, CA 95814-2725, (888) 466-2219, <https://www.dnhc.ca.gov/>

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/ca/4HVLSMG01012020>.

7/01/2020

Does this plan provide Minimum Essential Coverage? Yes

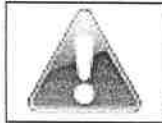
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/ca/4HVL5MG01012020>.



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The <u>plan's</u> overall <u>deductible</u>	\$0	■ The <u>plan's</u> overall <u>deductible</u>	\$0	■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$55	■ <u>Specialist copayment</u>	\$55	■ <u>Specialist copayment</u>	\$55
■ Hospital (facility) <u>copayment</u>	\$500	■ Hospital (facility) <u>copayment</u>	\$500	■ Hospital (facility) <u>copayment</u>	\$500
■ Other <u>copayment</u>	\$25	■ Other <u>copayment</u>	\$25	■ Other <u>copayment</u>	\$25
This EXAMPLE event includes services like: <u>Specialist</u> office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services <u>Diagnostic tests</u> (<i>ultrasounds and blood work</i>) <u>Specialist</u> visit (<i>anesthesia</i>)		This EXAMPLE event includes services like: <u>Primary care physician</u> office visits (<i>including disease education</i>) <u>Diagnostic tests</u> (<i>blood work</i>) <u>Prescription drugs</u> <u>Durable medical equipment</u> (<i>glucose meter</i>)		This EXAMPLE event includes services like: <u>Emergency room care</u> (<i>including medical supplies</i>) <u>Diagnostic test</u> (<i>x-ray</i>) <u>Durable medical equipment</u> (<i>crutches</i>) <u>Rehabilitation services</u> (<i>physical therapy</i>)	
Total Example Cost	\$12,800	Total Example Cost	\$7,400	Total Example Cost	\$1,900
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
<u>Cost Sharing</u>		<u>Cost Sharing</u>		<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0	<u>Deductibles</u>	\$0	<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,100	<u>Copayments</u>	\$3,100	<u>Copayments</u>	\$1,400
<u>Coinsurance</u>	\$0	<u>Coinsurance</u>	\$0	<u>Coinsurance</u>	\$0
<i>What isn't covered</i>		<i>What isn't covered</i>		<i>What isn't covered</i>	
Limits or exclusions	\$60	Limits or exclusions	\$60	Limits or exclusions	\$0
The total Peg would pay is	\$1,160	The total Joe would pay is	\$3,160	The total Mia would pay is	\$1,400

The plan would be responsible for the other costs of these EXAMPLE covered services.

(TTY/TDD: 711)

Albanian (Shqip): Nëse keni pyetje në lidhje me këtë dokument, keni të drejtë të merrni falas ndihmë dhe informacion në gjuhën tuaj. Për të kontaktuar me një përkthyes, telefononi (855) 383-7248

Amharic (አማርኛ): ስለዚህ ሰነድ ማንኛውም ጥያቄ ካለዎት በራስዎ ቋንቋ እርዳታ እና ይህን መረጃ በነጻ የማግኘት መብት አለዎት። አስተርጓሚ ለማናገር (855) 383-7248 ይደውሉ።

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (855) 383-7248.

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (855) 383-7248:

Bassa (Bàsɔ̀ Wùdù): M̄ dyi dyi-diè-dè b̄é b̄édé b̄á céé-dè nià ke dyí ní, ɔ̀ mò ni dyí-b̄édèin-dè b̄é m̄ ké gbo-kpá-kpá kè b̄ǎ kp̄ǎ d̄é m̄ bíd̄í-wùdùùn b̄ó pídyi. B̄é m̄ ké wuɖu-zìin-nyò d̄ò gbo wùdù ke, d̄á (855) 383-7248.

Bengali (বাংলা): যদি এই নথিপত্রের বিষয়ে আপনার কোনো প্রশ্ন থাকে, তাহলে আপনার ভাষায় বিনামূল্য সাহায্য পাওয়ার ও তথ্য পাওয়ার অধিকার আপনার আছে। একজন দোভাষীর সাথে কথা বলার জন্য (855) 383-7248 -তে কল করুন।

Burmese (မြန်မာ): ဤစာရွက်စာတမ်းနှင့် ပတ်သက်၍ သင့်တွင် မေးမြန်းလိုသည်များရှိပါက အချက်အလက်များနှင့် အကူအညီကို အခကြေးငွေ ပေးစရာမလိုပဲ သင့်ဘာသာစကားဖြင့် ရယူနိုင်ခွင့် သင့်တွင် ရှိပါသည်။ စကားပြန် တစ်ဦးနှင့် စကားပြောနိုင်ရန် ဖုန်း (855) 383-7248 သို့ ခေါ်ဆိုပါ။

Chinese (中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(855) 383-7248。

Dinka (Dinka): Na naŋ thiëc në ke de yā thorë, ke yin naŋ loŋ bē yi kuony ku wer alëu bē gëer yic yin ne thoŋ du ke cin wëu tāäuë ke piny. Te kōr yin ba jam wënë ran ye thok geryc, ke yin cōl (855) 383-7248.

Dutch (Nederlands): Bij vragen over dit document hebt u recht op hulp en informatie in uw taal zonder bijkomende kosten. Als u een tolk wilt spreken, belt u (855) 383-7248.

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (855) 383-7248 تماس بگیرید.

Language Access Services:

7/01/2020

French (Français) : Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (855) 383-7248.

German (Deutsch): Wenn Sie Fragen zu diesem Dokument haben, haben Sie Anspruch auf kostenfreie Hilfe und Information in Ihrer Sprache. Um mit einem Dolmetscher zu sprechen, bitte wählen Sie (855) 383-7248.

Greek (Ελληνικά) Αν έχετε τυχόν απορίες σχετικά με το παρόν έγγραφο, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας δωρεάν. Για να μιλήσετε με κάποιον διερμηνέα, τηλεφωνήστε στο (855) 383-7248.

Gujarati (ગુજરાતી): જો આ દસ્તાવેજ અંગે આપને કોઈપણ પ્રશ્નો હોય તો, કોઈપણ ખર્ચ વગર આપની ભાષામાં મદદ અને માહિતી મેળવવાનો તમને અધિકાર છે. દુભાષણ સાથે વાત કરવા માટે, કોલ કરો (855) 383-7248.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (855) 383-7248.

Hindi (हिंदी): अगर आपके पास इस दस्तावेज़ के बारे में कोई प्रश्न हैं, तो आपको निःशुल्क अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। दुभाषिये से बात करने के लिए, कॉल करें (855) 383-7248 ।

Hmong (White Hmong): Yog tias koj muaj lus nug dab tsi ntsig txog daim ntawv no, koj muaj cai tau txais kev pab thiab lus qhia hais ua koj hom lus yam tsim xam tus nqi. Txhawm rau tham nrog tus neeg txhais lus, hu xov tooj rau (855) 383-7248.

Igbo (Igbo): Ọ bụr ụ na ị nwere ajụjụ ọ bụla gbasara akwụkwọ a, ị nwere ikike ịnweta enyemaka na ozi n'asụsụ gị na akwụghị ụgwọ ọ bụla. Ka gị na ọkọwa okwu kwuo okwu, kpọọ (855) 383-7248.

Ilokano (Ilokano): Nu addaan ka iti aniaman a saludsod panggep iti daytoy a dokumento, adda karbengam a makaala ti tulong ken impormasyon babaen ti lenguahem nga awan ti bayad na. Tapno makatungtong ti maysa nga tagipatarus, awagan ti (855) 383-7248.

Indonesian (Bahasa Indonesia): Jika Anda memiliki pertanyaan mengenai dokumen ini, Anda memiliki hak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa biaya. Untuk berbicara dengan interpreter kami, hubungi (855) 383-7248.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (855) 383-7248

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(855) 383-7248 にお電話ください。

Khmer (ខ្មែរ): បើអ្នកមានសំណួរផ្សេងទៀតអំពីឯកសារនេះ អ្នកមានសិទ្ធិទទួលជំនួយនិងព័ត៌មានជាភាសារបស់អ្នកដោយឥតគិតថ្លៃ។
ដើម្បីជជែកជាមួយអ្នកបកប្រែ សូមហៅ (855) 383-7248 ។

Kirundi (Kirundi): Ugize ikibazo ico arico cose kuri iyi nyandiko, ufise uburenganzira bwo kuronka ubufasha mu rurimi rwawe ata giciro. Kugira uvugishe umusemuzi, akura (855) 383-7248.

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(855) 383-7248 로 문의하십시오.

Lao (ພາສາລາວ): ຖ້າທ່ານມີຄໍາຖາມໃດໆກ່ຽວກັບເອກະສານນີ້, ທ່ານມີສິດໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ ແລະ ຂໍ້ມູນເປັນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ.
ເພື່ອໂອ້ນລັບກັບວ່າມແປພາສາ, ໃຫ້ໂທຫາ (855) 383-7248.

Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bina'idiłkidgo ná bohónéedzá dóó bee ahóót'i' t'áá ni nizaad k'ehjí bee nił hodoonih t'áadoo bááh ílinigóó.
Ata' halne'ígíí lá' bich'í'í hadeesdzih nínizingo kojí' hodiłnih (855) 383-7248.

Nepali (नेपाली): यदि यो कागजातबारे तपाईंसँग केही प्रश्नहरू छन् भने, आफ्नै भाषामा निःशुल्क सहयोग तथा जानकारी प्राप्त गर्न पाउने हक तपाईंसँग छ।
दोभाषेसँग कुरा गर्नका लागि, यहाँ कल गर्नुहोस् (855) 383-7248

Oromo (Oromifaa): Sanadi kanaa wajjin walqabaate gaffi kamiyuu yoo qabduu tanaan, Gargaarsa argachuu fi odeeffanoo afaan ketiin kaffaltii alla argachuuf mirgaa qabdaa. Turjumaana dubaachuuf, (855) 383-7248 bilbilla.

Pennsylvania Dutch (Deutsch): Wann du Frooge iwwer selle Document hoscht, du hoscht die Recht um Hilfe un Information zu griege in dei Schprooch mitaus Koscht. Um mit en Iwwersetze zu schwetze, ruff (855) 383-7248 aa.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (855) 383-7248.

Portuguese (Português): Se tiver quaisquer dúvidas acerca deste documento, tem o direito de solicitar ajuda e informações no seu idioma, sem qualquer custo. Para falar com um intérprete, ligue para (855) 383-7248.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (855) 383-7248 ਤੇ ਕਾਲ ਕਰੋ।

Language Access Services:

7/01/2020

Romanian (Română): Dacă aveți întrebări referitoare la acest document, aveți dreptul să primiți ajutor și informații în limba dumneavoastră în mod gratuit. Pentru a vă adresa unui interpret, contactați telefonic (855) 383-7248.

Russian (Русский): Если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (855) 383-7248.

Samoan (Samoa): Afai e iai ni ou fesili e uiga i lenei tusi, e iai lou 'aia e maua se fesoasoani ma faamatalaga i lou lava gagana e aunoa ma se totogi. Ina ia talanoa i se tagata faaliliu, vili (855) 383-7248.

Serbian (Srpski): Ukoliko imate bilo kakvih pitanja u vezi sa ovim dokumentom, imate pravo da dobijete pomoć i informacije na vašem jeziku bez ikakvih troškova. Za razgovor sa prevodiocem, pozovite (855) 383-7248.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 383-7248.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 383-7248.

Thai (ไทย): หากท่านมีคำถามใดๆ เกี่ยวกับเอกสารฉบับนี้ ท่านมีสิทธิ์ที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของท่านโดยไม่มีค่าใช้จ่าย โดยโทร (855) 383-7248 เพื่อพูดคุยกับล่าม

Ukrainian (Українська): якщо у вас виникають запитання з приводу цього документа, ви маєте право безкоштовно отримати допомогу й інформацію вашою рідною мовою. Щоб отримати послуги перекладача, зателефонуйте за номером (855) 383-7248.

Urdu (اردو): اگر اس دستاویز کے بارے میں آپ کا کوئی سوال ہے، تو آپ کو مند اور اپنی زبان میں مفت معلومات حاصل کرنے کا حق حاصل ہے۔ کسی مترجم سے بات کرنے کے لئے، (855) 383-7248 پر کال کریں۔

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (855) 383-7248.

(Yiddish) (אידיש): אויב איר האט שאלות וועגן דעם דאקומענט, האט איר די רעכט צו באקומען דעם אינפארמאציע אין אייער שפראך אהן קיין פרייז. צו רעדן צו אן איבערזעצער, רופט (855) 383-7248.

Yoruba (Yorùbá): Tí ó bá ní èyíkéyí ibèrè nípa àkòsílẹ̀ yí, ó ní ètò láti gba iránwọ̀ àti iwífún ní èdè rẹ̀ lọfẹ́ẹ̀. Bá wa ògbùfọ̀ kan sọrọ̀, pe (855) 383-7248.

Language Access Services:

7/01/2020

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>



DELTA DENTAL PPOSM : YOUR SMILE IS COVERED

STAY IN NETWORK TO SAVE

Visit a PPO¹ dentist to maximize your savings.² These dentists have agreed to reduced fees, and you won't get charged more than your expected share of the bill.³ Find a PPO dentist at deltadentalins.com.⁴

If you can't find a PPO dentist, Delta Dental Premier[®] dentists offer the next best opportunity to save. Unlike non-Delta Dental dentists, they have agreed to set fees, and you won't get charged more than your expected share of the bill.

CHECK IN WITH EASE

You don't need a Delta Dental ID card when you visit the dentist. Just provide your name, birth date and enrollee ID or social security number. If your family members are covered under your plan, they will need your name, birth date and enrollee or social security number. If you're covered under two

plans, ask your dental office to include information about both plans with your claim, and we'll handle the rest.

ACCESS ONLINE SERVICES

Get information about your plan anytime, anywhere by signing up for an Online Services account at deltadentalins.com. This free service lets you check benefits and eligibility information, find a network dentist and more.

UNDERSTAND TRANSITION OF CARE

Did you start on a dental treatment plan before your PPO coverage kicked in? Multi-stage procedures like braces or crowns are only covered under your current plan if treatment began after your plan's effective date of coverage.⁵ You can find this date by logging in to Online Services.

NEWLY COVERED? Visit deltadentalins.com/welcome.

SAVE WITH A
PPO DENTIST



PPO



PREMIER



NON-DELTA DENTAL

LEGAL NOTICES: Access federal and state legal notices related to your plan at deltadentalins.com/about/legal/index-enrollee.html

¹ In Texas, Delta Dental Insurance Company offers a Dental Provider Organization (DPO) plan.

² You can still visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are subject to contracted fees.

³ You are responsible for any applicable deductibles, coinsurance, amounts over plan maximums and charges for non-covered services. PPO dentists won't bill you for any amount over their PPO fees.

⁴ Verify that your dentist is a PPO dentist before each appointment.

⁵ Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier is responsible for any costs. Group- and state-specific exceptions may apply. Active orthodontic treatment may be eligible for coverage. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.

DELTA DENTAL INSURANCE COMPANY
Member of Delta Dental Group, Inc. (NYSE:DDS)



deltadentalins.com/enrollees



WE KEEP YOU SMILING[®]

SMALL BUSINESS PROGRAM BENEFIT HIGHLIGHTS DELTA DENTAL PPOSM

PLAN: PPO Plus Premier Enhanced

> Eligibility: Who may receive benefits?

- **Primary enrollee and spouse**
(includes domestic partner)
- **Eligible dependent children to:**
age 26

> DEDUCTIBLES¹

\$25 per person each calendar year (inside PPO network)
\$50 per person each calendar year (outside PPO network)

> MAXIMUMS

\$1,500 per person each calendar year

> WAITING PERIODS

Basic Services: 0 months Major Services: 0 months
Orthodontic Services: 0 months Other: 0 Months

BENEFITS AND COVERED SERVICES	PPO dentists ^{1,2}	Non-Delta Dental PPO dentists ^{1,2,3}
Diagnostic & Preventive Services (D&P) Exam, cleanings and x-rays Enhanced pregnancy benefit	100%	100%
	Your deductible does not apply to D&P.	
	D&P does not count towards your maximum.	
Basic Services Fillings, simple tooth extractions and sealants	80%	80%
Endodontics Root canals	80%	80%
Oral Surgery	80%	80%
Periodontics Gum treatment	80%	80%
Major Services Crowns, inlays, onlays and cast restorations	60%	50%
Prosthodontics Bridges, dentures and implants	60%	50%
Orthodontics N/A Lifetime maximum per person	Not a benefit N/A	Not a benefit N/A
Other		

1. Delta Dental Premier® dentists are considered out-of-network dentists.

2. Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and the program allowance for non-Delta Dental dentists.

3. Non-Delta Dental dentists may balance bill the difference between the contracted rate and their usual fee for services.

Delta Dental of California
100 First St.
San Francisco, CA 94105

Customer Service
(Toll-Free) 800-765-6003

Claims Address
P.O. Box 997330
Sacramento, CA 95899-7330

This benefit information is not intended to replace or serve as the plan's Evidence of Coverage, Summary Plan Description or Group Dental Service Contract. If you have specific questions regarding the benefits, limitations or exclusions of your plan, please consult your company's benefits representative.

Date created: December 4, 2015



deltadentalins.com



WE KEEP YOU SMILING®

DDC/Classic/PPOPlusPremierEnhanced/\$1500/D&P Max Wr

11/2015 PPO Plus Premier Enhanced \$1500 D&P Max Wr



> Term Life Insurance



Help Protect What Matters – You, Your Family & Your Future

We understand you've worked hard to get where you are today. Ensuring your loved ones can maintain financial stability if an unexpected death should occur is something to consider when planning for the future.

We've Got You Covered

As an active employee of La Raza Centro Legal, you have access to a life insurance policy from United of Omaha Life Insurance Company.

It replaces the income you would have provided, and helps pay funeral costs, manage debt and cover ongoing expenses.

How much insurance is enough?

When determining how much life insurance you need, think about the expenses you may encounter now and through every stage of your life.

Coverage guidelines and benefits are outlined in the chart below.



ELIGIBILITY - ALL ELIGIBLE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 20 hours per week to be eligible for coverage.
Premium Payment	The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.
Life Insurance Benefit Amount	For You: \$100,000 In the event of death, the benefit paid will be equal to the benefit amount after any age reductions less any living care/accelerated death benefits previously paid under this plan.
Accidental Death & Dismemberment (AD&D) Benefit Amount	For You: The Principal Sum amount is equal to the amount of your life insurance benefit.

FEATURES

Living Care/ Accelerated Death Benefit	80% of the amount of the life insurance benefit is available to you if terminally ill, not to exceed \$80,000.
Waiver of Premium	If it is determined that you are totally disabled, your life insurance benefit will continue without payment of premium, subject to certain conditions.

Additional AD&D Benefits	In addition to basic AD&D benefits, you are protected by the following benefits: - Seat Belt - Airbag - Coma - Common Carrier - Paralysis
Portability	Allows you to continue this insurance program should you leave your employer for any reason, without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.
Conversion	If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.
SERVICES	
Travel Assistance	The Travel Assistance program is an added benefit that provides assistance for your travels over 100 miles away from home or outside the country.
Hearing Discount Program	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.
Will Prep Services	We work with Epoq, Inc. to offer employees online will prep tools. In just a few clicks you can complete a basic will or other documents to protect your family and property. To get started visit www.willprepservices.com .
AGE REDUCTIONS AND EXCLUSIONS	
Insurance benefits and guarantee issue amounts are subject to age reductions: - At age 65, amounts reduce to 65% - At age 70, amounts reduce to 50%	
Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.	
Please contact your employer if you have questions prior to enrolling.	

> Frequently Asked Questions

Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 20 hours per week.

What is Guarantee Issue?

The amount of insurance applied for without answering any health questions (or which does not require evidence of insurability). Coverage amounts over the Guarantee Issue Amount will require evidence of insurability.

What is Evidence of Insurability?

Evidence of Insurability or proof of good health – may be required if you are a late entrant and/or you request any additional coverage above your guarantee issue amount.

Can I take this insurance with me if I change jobs/am no longer a member of this group?

In the event this insurance ends due to a change in your employment/membership status with the group, or for certain other reasons, you may have the right to continue this insurance under the Portability or Conversion provision, subject to certain conditions.

Are there any limitations, reductions or exclusions?

The benefits payable are based on the following:

- Insurance benefits and guarantee issue amounts are subject to age reductions:
 - At age 65, amounts reduce to 65%
 - At age 70, amounts reduce to 50%
- Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Life insurance and accidental death & dismemberment insurance are underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Policy form number 7000GM-U-EZ 2010 or state equivalent (in NC: 7000GM-U-EZ 2010 NC). United of Omaha Life Insurance Company is licensed nationwide, except New York.





> Long-Term Disability Insurance



Your Ability to Earn an Income May Be Your Most Important Asset

Most people don't think twice about insuring their home, automobile or health. However, many people don't recognize just how important it is to insure their income.

We've Got You Covered

As an active employee of La Raza Centro Legal, you have access to a disability income insurance policy from United of Omaha Life Insurance Company.

A lengthy disability can be devastating, and is more common than you might think. It may lead to a loss of income, independence and financial security.

A disability income insurance policy can help provide security when you need it most. It pays you cash benefits when you're sick or hurt and can't work.

Coverage guidelines and benefits are outlined in the chart below.



ELIGIBILITY - ALL ELIGIBLE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 20 hours per week to be eligible for coverage.
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Premium Payment	The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.
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BENEFITS

Elimination Period	Your benefits begin on the later of 90 calendar days after the onset of your disabling injury or illness or the date your short term disability ends.
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Monthly Benefit	Your benefit is equivalent to 60% of your before-tax monthly earnings, not to exceed the plan's maximum monthly benefit amount less other income sources.
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The premium for your long-term disability coverage is waived while you are receiving benefits.

Maximum Monthly Benefit	\$3,000
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Minimum Monthly Benefit	\$100/10%
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Maximum Benefit Period	If you become disabled prior to age 62, benefits are payable to age 65, your Social Security Normal Retirement Age or 3.5 years, whichever is longest. At age 62 (and older), the benefit period will be based on a reduced duration schedule.
-------------------------------	--

Partial Disability Benefits	If you become disabled and can work part-time (but not full-time), you may be eligible for partial disability benefits.
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DEFINITIONS	
Own Occupation	2 Years
Own Occupation Earnings Test	99%
FEATURES	
Vocational Rehabilitation Benefit	If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a monthly benefit increase of 5%.
Survivor Benefit	If you pass away while receiving disability benefits, a lump sum equal to 3 times your monthly benefit will be paid to your eligible survivor.
SERVICES	
Employee Assistance Program (EAP)	The EAP program provides you and your loved ones access to trained professionals and resources for assistance with personal and workplace issues.
Hearing Discount Program	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.

> Frequently Asked Questions

Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 20 hours per week.

How long will my benefits be paid?

Benefits begin after the end of the elimination period and can be payable up to the maximum benefit period as long as you remain disabled.

Will my benefits be reduced by other sources of income?

Yes, depending on the type of income you receive. Your benefit amount may be reduced by other sources of income such as retirement/government plans, other group disability plans, salary continuance/sick leave, settlements on payments received and no-fault benefits.

Does this plan cover me if I become disabled due to an injury at work?

Yes, your LTD insurance provides benefits for both on-the-job and off-the-job coverage for disabilities due to injury or sickness.

Are there any limitations or exclusions?

The benefits payable are subject to the following:

- Disabilities related to alcohol and drug abuse are only payable for up to 24 months per occurrence.
- Disabilities related to mental disorders are only payable for up to 24 months per occurrence.
- Your plan is subject to a pre-existing condition limitation. A pre-existing condition is one for which you have received medical treatment, consultation, care or services including diagnostic measures, or if you were prescribed or took prescription medications in the predetermined time frame prior to your effective date of coverage. The pre-existing condition under this plan is 3/12 which means any condition that you receive medical attention for in the 3 months prior to your effective date of coverage that results in a disability during the first 12 months of coverage, would not be covered.
- Benefits are not payable for any disability or loss that:
 - Results from an act of declared or undeclared war or armed aggression
 - Results from participation in a riot or commission of or attempt to commit a felony
 - Results, whether the insured person is sane or insane, from an intentionally self-inflicted injury or illness, suicide, or attempted suicide
 - Results from alcohol and drug abuse and/or substance abuse, except as noted above
 - Results from a mental disorder, except as noted above
 - Is caused by alcohol and drug abuse and/or substance abuse, while not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction
 - Occurs while incarcerated or imprisoned for any period exceeding 31 days
 - Is solely a result of a loss of a professional license, occupation license or certification

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this summary, the certificate booklet will prevail. Benefits availability is subject to final acceptance and approval of the group application by the underwriting company. Disability income insurance is underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Policy form number 7000GM-U-EZ-2010.



Side Letter of Agreement

La Raza Centro Legal

Management Office Space Selection Considerations

Employees in Probationary Status (Section 6) shall not receive this increase until they have completed the **Office Space Selection Policy of La Raza Centro Legal, at 474 Valencia Street Suite 295, San Francisco, effective as of 12/1/2020:**

La Raza Centro Legal hereby adopts the following Office Space Selection Policy:

Of all the offices with doors that close that are located within our office space, six offices have windows. Of these six office windows, five shall be designated offices for attorneys. The attorneys shall be awarded these offices in order of seniority, calculated in terms of number of years and months of paid work at LRCL.

The one remaining window office shall be designated for the most senior non-attorney, calculated in terms of number of years and months of paid work. This designated non-attorney office is the office located at the end of the long hallway, adjacent to the sink.

As to the non-window offices, these shall be awarded to the non – attorney staff, in order of seniority, calculated in terms of number of years and months of paid work.

All staff that currently occupy individual offices shall remain where they are currently located. This office space selection policy is prospective only and is not retroactive.

More than 5 attorneys employed by LRCL:

If LRCL employs more than 5 attorneys, only the most senior attorneys will be assigned window offices, in order of seniority. When a window office opens up, the attorney with first choice is the most senior attorney. There is only one office that is a window office which is designated for a non-attorney: It is the one located at the end of the hallway, adjacent to the sink and adjacent to the largest window office formerly known as "the Executive Director's office". Only when that one non-attorney window office opens up, may the most senior non-attorney staff member have priority to take that office.

Part-Time Attorneys:

Part Time attorneys working a minimum of 32 hours per week are eligible for window offices.

In the Event of Additional Management Hires:

If LRCL hires a Litigation Director or Director of Development or Associate Director or other management position: regardless of the management position, only attorneys are eligible for window offices. The one exception is the one, designated non-attorney window office, located at the end of the hallway adjacent to the sink and adjacent to the office formerly known as "the ED office".

For La Raza Centro Legal

For SEIU 1021

_____	Date	Ron Rhone, Field Representative	Date
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Service Employees International Union – Local 1021
350 Rhode Island Street, #100S
San Francisco, CA 94103
(415) 848-3611

Field Representative _____

Union Steward _____

Telephone Number _____