

Collective Bargaining Agreement

between

Chinese for Affirmative Action

and

17 WULP United – Communications
Workers of America Local 9415
(Staff Union of Chinese for Affirmative
Action, Asian Americans for Civil Rights
and Equality, and Stop AAPI Hate)

2025-2029

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PREAMBLE

This collective bargaining agreement (Agreement of CBA) is made and entered into by the Employer, Chinese for Affirmative Action (CAA), and the Union, 17 WULP United – Communications Workers of America Local 6415 (17 WULP United – CWA 9415). The Employer and Union (who will be together referred to as the Parties), in consideration of the mutual covenants herein contained, agree that during the life of this Agreement, the following provisions shall govern the relationship between the Parties.

The term “employee” as used in this Agreement means a bargaining unit employee unless otherwise specified.

ARTICLE I

Acknowledgement of Bargaining

1.1. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. No modification of this Agreement during its term shall be made except by mutual consent of the Parties in writing.

1.2. All prior agreements, conditions, practices, customs, usages and obligations are completely superseded and revoked insofar as any such prior agreement, condition, practice, custom, usage or obligation conflict with explicit terms of this Agreement.

ARTICLE II

Union Recognition

2.1. The Employer organizes its employees into “organizations”. All organizations of the Employer except Asian Americans for Civil Rights and Equality (also known as AACRE), Chinese for Affirmative Action (also known as CAA, an organization which shares its name with the Employer), and Stop AAPI Hate (also known as SAH) are fiscal sponsorship recipients of the Employer. The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all employees who are not under fiscal sponsorship recipient organizations, excluding supervisors, confidential employees, and guards as defined by the National Labor Relations Act (NLRA) and National Labor Relations Board (NLRB).

2.2. The Parties agree that this bargaining unit includes employees in the following positions as of the date of the execution of this Agreement.

- AACRE Administrative Coordinator
- AACRE Communications Associate
- AACRE Programs and Communications Associate
- AACRE IT Coordinator
- AACRE Finance Coordinator

- AACRE Program and Communications Advocate
- CAA Advocacy Coordinator
- CAA Chinese Digital Engagement Advocate
- CAA Civic Engagement Community Advocate
- CAA Communications Manager (non-supervisory)
- CAA Custodial Staff
- CAA Development Coordinator
- CAA Development Manager (non-supervisory)
- CAA Education Equity Policy Manager (non-supervisory)
- CAA Immigrant Rights Community Advocate
- CAA Immigrant Rights Community Advocate and Paralegal
- CAA Outreach Specialist
- CAA Policy Advocate
- CAA Receptionist
- CAA Research and Evaluation Manager (non-supervisory)
- Stop AAPI Hate Advocacy Coordinator
- Stop AAPI Hate Advocacy Manager (non-supervisory)
- Stop AAPI Hate Communications Coordinator
- Stop AAPI Hate Community Care Manager (non-supervisory)
- Stop AAPI Hate Data and Research Coordinator
- Stop AAPI Hate Data and Research Manager (non-supervisory)
- Stop AAPI Hate Development Coordinator
- Stop AAPI Hate Institutional Giving Manager (non-supervisory)
- Stop AAPI Hate Major Gifts Manager (non-supervisory)
- Stop AAPI Hate Research Manager (non-supervisory)
- Stop AAPI Hate Social Media Coordinator

2.3. The Employer will notify the Union within 15 business days of the posting of an open position for any bargaining unit position. The notification must include the job title and job description.

2.4. If the Union and Employer cannot agree on the bargaining unit status of an employee, the Parties will meet promptly to discuss this matter in an attempt to reach an agreement. Nothing herein shall be construed as a waiver of the Parties' independent right to present the matter to the National Labor Relations Board (NLRB) in the event the above process does not produce a mutually acceptable result. Nothing herein shall be construed as a waiver of the Union's right to use the grievance procedure to resolve this issue.

2.5. The Employer will not give authority or responsibility to any employee in the bargaining unit to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action. The Employer will not give bargaining unit employees confidential or managerial responsibilities as defined by the NLRA and NLRB guidance. The Employer shall notify the Union if the Employer intends to remove a position from the bargaining unit, at least 15 business days prior to the intended date of removal. The Union

reserves the right to file a grievance over the Organization's decision to remove a job classification from the bargaining unit.

ARTICLE III Probationary Period

3.1. There shall be a Probationary Period of 180 days for all newly hired employees. During the Probationary Period, an employee may be terminated for just cause without recourse to the Arbitration provision of this Agreement.

ARTICLE IV Management Rights

4.1. The Employer retains any and all rights to operate its business and to direct its workforce as it deems necessary and appropriate; these rights remain exclusively vested within Management's authority. The Employer retains, solely and exclusively, all its inherent rights to manage its operation as such rights existed prior to the execution of the Agreement and all functions it possessed prior to entering into the Agreement with the Union, except as specifically limited by a written provision contained in this Agreement.

4.2. Except as expressly and specifically limited and restricted by a provision of this Agreement, it is understood that the rights, which are the exclusive jurisdiction of the Employer, include but are not limited to the following: the right to operate the Employer and manage its business in all respects in accordance with its commitments and responsibilities; the determination of services to be provided, the location of the Employer, including the establishment of new Facilities and the relocation or closing of the Employer and any of its departments, divisions, operations, and any other service thereof; to introduce new or improved equipment, technology, methods or facilities, the determination of type of services and/or work to be performed, schedules of hours of work, scheduling of overtime, to require overtime and to determine the number of overtime hours to be worked, to determine methods, means, and processes of operation, size of work force, to determine the number of employees it shall employ at any time, allocation and assignment or reassignment of work duties to employees, including shift time, the number and length of shifts, shift rotation, weekend rotation, and holiday rotation; to make necessary changes in the work schedule of an employee when required by Employer operating needs, to reorganize, discontinue, or enlarge any department, section or unit; ownership and control of all material, supplies, equipment, tools and orders for the placement of work to be performed; the rights to subcontract work including bargaining unit work; the right to establish and enforce operational standards and to direct the working forces, including the right to determine number of staff required, hire, transfer, promote, demote, lay off, and to discipline, suspend or discharge employees for just cause in accordance with the discipline and discharge procedures set forth in the Collective Bargaining Agreement; to make changes in job classifications and job content to insure maximum efficiency of operations, to determine the policies regarding the selection and ability of employees and to establish the amount of supervision so as to maintain discipline and efficiency; to determine which positions are supervisory, to establish, modify, or abolish jobs, job descriptions, job classifications, and work standards; to establish, change, revise, enforce rules and regulations governing the work force; to require employees to observe Employer rules and regulations.

4.3. The Union recognizes the Employer 's right to establish, change, revise, and enforce safety and work rules, including but not limited to personnel and human resource policies and its Employee Handbook as well as procedures governing the work force and to select and assign such duties as the Employer deems appropriate, to bargaining unit employees and to supervisory and to other categories of employees excluded from this Agreement including temporary employees who may be required to perform bargaining unit work. The Employer agrees the Union will be notified not less than fourteen (14) days in advance of any establishment, change, and/or revision in the Employer's published work rules affecting bargaining unit employees.

4.4. Union recognizes that the Employer shall not be bound, or restricted by, or required to follow or refrain from following any practice, custom or procedure which was in effect prior to this Agreement, unless specifically required to do so elsewhere in this Agreement. The failure of the Employer to exercise any of its rights herein shall not constitute a waiver thereof and shall not preclude the Employer from exercising the same in some manner, so long as it does not conflict with an express provision of this agreement.

4.5. Nothing in this Article shall preclude the Union from its right to insist upon bargaining over mandatory subjects of bargaining including wages, hours, and conditions of employment or using the grievance procedure as established in this Agreement.

ARTICLE V No Strikes/No Lockout

5.1. The Union agrees that during the term of this Agreement neither the Union, its officers, agents or members shall authorize, instigate, aid, condone or engage in any work stoppage, strike or any kind or description, including so-called sympathy strikes, or otherwise interrupt, impede or restrict services of Employer or engage in any activity which would tend to cause an interruption or delay in the accomplishment of the work and business of Employer.

5.2. In the event of an occurrence, prohibited by this Article, Employer shall have the right to take disciplinary action, up to and including discharge, against the employee, or employees, who engage in such unauthorized work stoppage. Employer's right to seek injunctive relief and damages pursuant to law are not limited to this Article. The Union agrees to inform employees of the violation and to immediately cease and desist.

5.3. Employer shall not lock out members of the Union during the term of this Agreement.

5.4. In the event of an alleged violation of this Article, Employer may, immediately apply to any court of competent jurisdiction within the State of California or the United States district court for the Northern District of California for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

ARTICLE VI
Separability

6.1. Should any article, section, or portion of this Agreement be held unlawful and/or unenforceable by a court of competent jurisdiction, such invalidation shall apply only to the specific Article, section, or portion directly specified. Upon receipt of such a decision, the Parties are relieved from compliance with that portion of the Article, section, or portion and the Parties shall, upon demand of either party, begin negotiations to replace this Agreement's invalidated article, section, or portion.

ARTICLE VII
Successorship

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

ARTICLE VIII
Non-Discrimination

8.1. The Parties agree that this Agreement shall be administered in a non-discriminatory manner in compliance with applicable law and the Organization's Employee Handbook. Neither Employer nor Union shall engage in discrimination, harassment, retaliation, and disrespectful conduct with regard to race, religion or creed (including religious dress and grooming practices), caste, color, sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), reproductive health decision-making, sex stereotypes, gender identity/gender expression/transgender (including whether or not an employee is transitioning or have transitioned), sexual orientation, national origin, ancestry, physical or mental disability, medical condition, genetic information/characteristics, marital status or registered domestic partner status, age, military or veteran status, immigration status, citizenship status, use of cannabis/marijuana off the job and away from the workplace, arrest or conviction records (provided that the nature of the offense does not directly conflict with the responsibilities of the position), union activities, or any other basis protected by federal, state, or local laws, ordinances, or regulations. This policy applies to job applicants, placement, promotion, training, transfer, retention, participation in Employer-sponsored programs, compensation, layoff, recall, leaves of absence, and all other terms, conditions, and privileges of employment.

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

ARTICLE IX
Union Representation and Dues

9.1. Whenever a person is hired into a job classification identified within this Agreement, the Employer shall notify that individual that CWA Local 9415 has been recognized as the bargaining representative for employees within the identified job classifications contained herein.

9.2. All employees in job titles covered by this Collective Bargaining Agreement, shall as a condition of employment (1) join the Union no later than the thirtieth calendar day following the beginning of employment and shall remain dues-paying members of the Union in good standing or (2) only pay required portion of union dues known as agency fees covering union representation.

9.3. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Employer and unpaid leaves of absence of more than 4 weeks duration.

9.4. When an employee who has authorized the Employer to deduct Union dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being on the higher classification, Union dues will be based on the higher rate of pay for as long as the employee remains in the higher classification.

9.5. The Employer agrees to make collections of the standard Union dues or appropriate fees through payroll deduction from the employee's pay.

9.6. The Employer shall promptly remit to Union's Secretary-Treasurer the dues or fees deducted. Dues shall be sent no later than 10 days after the end of the month in which dues were collected. The Employer shall also furnish the Union with a monthly statement within 10 days of the close of the calendar month. The statement will be sent in electronic format including the following information for all employees in the bargaining unit on file:

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

9.7. In addition, the statement will include bargaining unit employees for whom Employer has not made a dues or fees deduction with an appropriate explanation (i.e., "on leave," "no shifts worked," etc.). The statement will note or explain changes such as new hires, pay increases, leaves of absence, returns from leave, change of address, termination of

employment, etc. Within two weeks of hiring a new employee, Employer shall furnish the Union in writing with the above data for each new employee.

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

9.9. If, for any reason, the Employer fails or is unable to make the authorized deduction from pay in any payroll period, the Employer will deduct the accumulated authorized deduction in an ensuing payroll period or periods the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.

9.10. The Union agrees to fully defend, indemnify, and hold harmless the Employer for any liabilities and costs it may incur as a result of any claims or grievances arising out of the Employer performing its obligations under this Article.

9.11. After the execution of this Agreement, the Employer and the Union shall meet for the purpose of determining the logistical processes of implementing this Article, including what information will be shared and how it will be shared.

ARTICLE X New Employees

10.1. Within ten business days of the hiring of a new employee who is covered by the Agreement, the Employer shall provide the Union the name, job title, and the job description of the new employee. A Shop Steward or other Union Representative will have the ability to meet the new employee for up to 1 paid hour during regular business hours in order to orient the new employee to the Union and this Collective Bargaining Agreement. This meeting shall be mandatory for all new bargaining unit employees. The meeting may be held in a meeting room or video conferencing room provided by the Employer. No management employee or designee shall be present or monitor the meeting. Shop Stewards who attend and the new employee who attends shall be paid at their regular rate of pay during this orientation.

ARTICLE XI Union Shop Stewards

11.1. The Union shall appoint a maximum of 6 Shop Stewards from among the bargaining unit employees to serve as Union representatives. The Union shall inform the Employer of these appointments and any changes to these appointments.

11.2. Stewards or other Union Representatives of the Union who are employees shall suffer no loss in pay during normal working hours while representing other employees who are covered by this contract during grievance meetings, grievance processing and investigation, investigatory interviews, and union orientation meetings, provided that such activity does not unreasonably delay or interfere with any employees' assigned work. Shop Stewards and other

Union Representatives shall have the right to participate in grievance meetings as well as meetings between management and employees where those meetings are reasonably likely to lead to discipline (“Weingarten Meetings”), to the extent the employee in question requests that Union Representative be present. The Employer shall endeavor to schedule grievance meetings and Weingarten Meetings on dates and times that will minimize the impact on the Employer’s operations. To the extent these meetings occur during the normal business day, and should a Shop Steward participate in said meetings, the Shop Steward shall suffer no loss of pay.

11.3. Union Representatives and Employees shall have the right to communicate at work regarding grievances and discipline at reasonable times and only so long as these communications do not interfere with work.

11.4. Duly authorized representatives of the Union - CWA Local 9415 - shall be permitted to enter the Employer’s premises with at least 24 hours’ notice and an indication of the purpose for the visit. These visits shall be permitted at reasonable times and intervals but may not interfere with or disrupt the Employer’s operations or an employee’s duties and responsibilities.

11.5. An employee shall have the right but not the obligation (“Weingarten Rights”) to have a Union representative present at any meeting with supervisors or management representatives when such meeting is or may be reasonably likely to lead to discipline.

ARTICLE XII Union Bulletin Board

12.1. The Union shall have the right to post a bulletin board in the San Francisco office of the Employer for the exclusive use of the Union. The Employer shall provide reasonable space for the bulletin board to be set up in the dining table area adjacent to the kitchen. Material posted shall not be obscene, defamatory, or derogatory to the Employer or any of the employees, including employees outside the bargaining unit.

12.2. Union members shall be permitted to distribute union information to Employees via the Employer’s internal Wiki page so long as this material is not obscene, defamatory, or derogatory to the Employer or any of the Employees, including Employees outside of the Bargaining Unit.

12.3. Material on the bulletin board and Wiki shall be posted and/or removed only by an official Union representative or person designated by an official Union representative.

ARTICLE XIII Mandatory Events and Assignments

13.1. If the Employer requires employees to attend meetings or consume media and written materials about topics of sexual assault, child abuse/harm/neglect, or domestic violence, employees may request an exemption from attending the meeting or consuming the media. The Employer in its sole discretion, shall determine whether such an exemption will be granted. Any denial will include a written response explaining the business or operational reason for denial.

ARTICLE XIV
Access to Personnel Records

14.1. The Employer shall maintain a copy of each employee's personnel file. The file shall contain all of the employee's personnel records that are, or have been used to determine the employee's qualifications for employment, promotion, compensation, and termination or other disciplinary action. Personnel files shall be maintained after an employee leaves the organization for at least as long as required by California law.

14.2. Employees and former employees shall have access to their personnel files and shall be entitled to receive a copy of their personnel file within 30 calendar days of being requested.

14.3. An employee shall have the right to submit a written request to correct alleged errors and/or inaccuracies in their personnel file and may submit a statement related to any document related to their job performance. Such requests or statements by the employee shall become part of the personnel file. The Employer must respond to the written request within 30 calendar days. The Employer's responses to the request will also become part of the personnel file. Any employee may challenge any information in their personnel file via this written request and statement procedure and through the grievance procedure.

14.4. Except as necessary to comply with local, State or Federal reporting requirements, or as required by funding or grant contracts, the Employer shall not provide information on any employee to any government or private investigatory agency. If the Employer does provide such information, the Employer shall provide written notification to the identified employees or former employees when this information is disclosed within 2 weeks.

ARTICLE XV
Discipline and Discharge

15.1. The Employer shall be required to discharge and discipline employees for just cause.

Progressive disciplinary action may include the following: coaching, oral warning, written warning, Performance Improvement Plan, unpaid suspension and/or demotion. Progressive disciplinary action must be used prior to termination except for the following reasons which shall be grounds for immediate discharge: insubordination, harassment, discrimination, workplace violence and threats of violence, possession of a firearm or weapon in the workplace, refusal to participate in an internal investigation, dishonesty related to work, the use or under the influence of unlawful drugs, cannabis, or alcohol during work hours, theft, gross negligence, and job abandonment. Unless the Employer terminates an employee for one of the grounds for immediate termination listed above, a minimum of three of the progressive disciplinary steps outlined above must first be utilized prior to termination.

(a) **Insubordination** is willfully disobeying or refusing to follow a supervisor's lawful order or directive provided (1) the employee has been explicitly told that their failure or refusal to follow the order or directive will be grounds for termination and (2) the order or directive does not violate the Employer's policies.

(b) **Dishonesty related to work** includes but is not limited to: forging or falsifying the Employer's reports or documents or concealing information that should have been disclosed or contained in a report or document, misappropriating the Employer's funds or diverting assets for personal gain, falsifying work hours or clocking in or out for another employee, lying during an investigation, lying on job application or providing false credentials, experience, or qualifications, using the Employer's funds, property or technology for personal gain, deliberately withholding or hiding work-related information, falsely claiming to have completed tasks or projects that were not actually done, taking sick leave for a reason not permitted by this Agreement or applying for workers compensation when not actually injured in the line of duty, intentionally damaging Employer's or a co-worker's property, inflating, exaggerating or making up expenses submitted for reimbursement.

(c) **Job Abandonment.** Job abandonment in the situation where an employee does not show up to work and does not communicate with the Employer for a period of 5 continuous scheduled workdays. Prior to terminating an employee for job abandonment without progressive discipline, the Employer must have attempted to contact the employee using their work email, personal email, personal phone number, and emergency contact (phone and email) during at least 3 workdays in the period of 5 continuous scheduled workdays, and provided written notice to the employee that they may face termination if they do not respond. Job abandonment is also known as voluntarily termination of employment.

15.2. A copy of all written discipline will be given to the employee in question within two weeks of being presented to the employee and shall be maintained in that employee's personnel file. This notice will include the disciplinary action taken, its effective date, the rationale for the action, a reminder of the employee's right to a Union representative and right to file a grievance in response to discipline. This notice shall also be provided to former employees who have been terminated as part of the disciplinary process.

15.3. At every step of the disciplinary process, employees will be able to exercise their Weingarten Rights. In other words, if the employee reasonably believes that a meeting may result in disciplinary action, they have the right to the presence of a Union representative, the right to consult with a representative prior to the meeting, and the right to not participate in the meeting until a Union representative is present.

15.4. **Alternatives to Discipline:** With the mutual consent of both the Employer and the employee facing discipline, the employee may enter an alternative disciplinary process which might include such alternatives as coaching, mediation, and/or facilitation. This alternative disciplinary process is not designed to be punitive. When utilized, the purpose is to work constructively together to address performance or behavioral problems. Should both Parties consent to that process, they shall mutually agree in writing to the parameters and process to be used. An employee undergoing an alternative disciplinary process shall not be considered a part of the progressive disciplinary process. If the alternative disciplinary process fails to satisfy the Employer that the concerns or problems have been resolved, the Employer shall have the right to implement the progressive disciplinary steps outlined above. The alternative disciplinary process may be terminated at any time by either the Employer or the Employee.

15.5. In the absence of Union representation in a disciplinary meeting, the Employer shall notify the Union in writing within 5 calendar days that a disciplinary meeting took place, providing the date of the meeting, the employee who was disciplined, and the disciplinary action taken.

15.6. **Performance Improvement Plans.** In the event the Employer determines the need to place an Employee on a Performance Improvement Plan (“PIP”), it will be reduced to writing and include an outline of the process to be utilized, the desired outcomes, and the possible impact on the Employee should those outcomes not be achieved. A copy of the PIP shall be provided to the Employee and a copy placed in the Employee’s personnel file. Once the process has been completed, the Employee’s personnel file shall be updated to reflect the outcome of the PIP. The PIP period is the timeline the employee has to accomplish the goals outlined in the PIP. The PIP period shall be at least 30 days.

15.7. In the event that an employee takes leave (including but not limited to sick leave, vacation leave, family and medical leave) during a PIP period, the leave time shall not be counted against the PIP period.

15.8. A copy of the PIP shall be provided to the Employee and a copy placed in the Employee’s personnel file.

15.9. Once the PIP process has been completed, the Employee’s personnel file shall be updated to reflect the outcome of the PIP. The outcome of the PIP shall also be presented to the Employee. The PIP shall only be considered unsatisfactory if the Employee does not meet the definition of success written in the PIP at the start of the PIP process.

15.10. The Employee may bring a Union Representative to any meeting where the PIP is a subject of discussion, including discussion related to PIP goals and outcomes.

15.11. The grievance procedure in this Agreement may be used to challenge the results of a PIP.

ARTICLE XVI Grievance Procedure

16.1. The Employer and the Union agree that the prompt adjustment of a grievance is essential. Every effort shall be made to settle the matter as soon as possible in accordance with the grievance procedure outlined below.

When a Union representative identifies an issue or dispute in the workplace that is related to the Parties’ relationship under this Agreement, the Union may, with the involved employees’ permission, communicate with the involved employees and supervisors to help them resolve the problem at the lowest possible level.

16.2. For the purposes of this Agreement, the term “grievance” is defined as a disagreement between the Employer and an employee, or between the Employer and the Union concerning the interpretation, or application of, or compliance with, any provision of this Agreement. The employee who wishes to file a grievance is known as the grievant. Grievances

shall be presented in writing. The written grievance shall contain the details of the issue upon which it is based and must indicate the specific contractual provision allegedly violated by the Employer. It shall also indicate the date and time of its occurrence, and the relief and remedy in question. When a grievance arises, it shall be resolved through the following procedure:

(a) **Step 1.** The grievant shall inform a Union representative that they wish to file a grievance. A Union representative will then help the employee to detail the grievance in writing. The grievant and a Union representative shall present their grievance to the grievant's supervisor in writing within thirty (30) calendar days from the occurrence or date of discovering the occurrence or omission. The supervisor, Grievant and Union representative shall meet for the purposes of addressing the issue, and the supervisor shall then provide a written response to the grievance. The written response from the supervisor shall include a description of the supervisor's decision and rationale for that decision. If the response provided to the grievant and the Union is not resolved to their satisfaction, the grievance shall proceed to Step 2.

(b) **Step 2.** The grievant and Union Representative shall submit an appeal in writing to the Employer's Executive Directors within fourteen (14) calendar days following receipt of the supervisor's response to Step 1 or it will be void and further proceedings waived by the aggrieved party. The Union representative and the grievant shall meet on such grievance with an Executive Director. The Executive Director shall provide an answer to the grievant and the Union in writing within fourteen (14) calendar days after receipt of the written grievance. The written response from the Executive Director shall include a description of the Employer's decision and rationale for that decision. If the said written answer is not satisfactory to the Union the grievance shall proceed to Step 3.

(c) **Step 3.** Grievances not satisfactorily resolved at Step 2 may be submitted to arbitration by the Grievant and Union representative by serving written notice to the Employer of the submission of the grievance to arbitration. Such written notification shall be furnished or deposited in the mail by certified mail within thirty (30) calendar days after issuance of the Employer's Step 2 answer. Additionally, within twenty-one (21) calendar days of the Union sending the written notice of intent to arbitrate to the Employer, the Union shall request a panel of arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). If the notice is not so delivered or mailed to the Employer and the FMCS by the time period listed above, the grievance shall be deemed to have been satisfactorily resolved on the basis of the Employer's Step 2 answer and any further proceedings are waived by the aggrieved party. No more than one grievance shall be submitted to any arbitrator at any one time without prior mutual agreement of the Parties. However, more than one grievance can be simultaneously arbitrated by the same or different arbitrators albeit in separate and distinct hearings. Individual employees may not invoke the arbitration process. Probationary employees are not entitled to utilize the Step 3 Arbitration procedure.

(i) **Selection of Arbitrator.** If either party is dissatisfied with the panel of arbitrators obtained from the Federal Mediation and Conciliation Service, then the dissatisfied party must notify the other party within ten (10) calendar days of receipt of the panel and a second panel shall be requested. Within ten (10) calendar days after receipt of the panel, the Arbitrator shall be chosen by alternate striking of names, with the Union striking first. The Arbitrator shall be selected within forty-five (45) days after the date of notice of Arbitration.

(ii) **Fees of Arbitration.** The fees and expenses of the Arbitrator and other incidental expenses related to the arbitration hearing, such as the cost of a hearing room, court reporter fee, or hearing transcript, and/or any cancellation fees shall be shared equally by the Parties. Each party shall pay its own expenses with respect to its witnesses, the preparation, and presentation of its case.

(iii) **Authority of Arbitrator.** The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The Arbitrator shall not add to, subtract from or in any way modify any of the provisions, terms, or conditions of this Agreement. The Arbitrator has no jurisdiction over any grievance that has not been filed, or appealed, on a timely basis. The Arbitrator shall have the authority on such terms as the arbitrator may find appropriate to set all hearing dates, to command the presence of witnesses and the production of documents, to open and close the record, to receive evidence and to require the filing of briefs.

(iv) **Award of Arbitrator.** The Arbitrator's award shall be made in writing, and shall be final and binding on all Parties.

16.3. **Information Sharing.** During the processing of grievances at all steps, and in preparation for any eventual arbitration, the Parties agree to share relevant information with one another and to provide copies of documents they have relied upon or intend to rely upon. This timely exchange of information, including the exchange of documents, is intended to facilitate resolution of the dispute as well as assist the Parties in their preparation at each step of the procedure.

16.4. **Timelines.** The timelines of the Parties' grievance procedure may be extended by mutual agreement of the Union and Employer and must be reduced to writing.

16.5. The Employer shall copy and include the designated union representative of the grievant on all communications to the grievant's grievance.

ARTICLE XVII Commitment to Union Labor

17.1. The length of a temporary worker's term shall not exceed 1 year. The Employer will convert temporary workers who have reached a 1 year term into regular employment unless there are operational needs of the Employer that prevent their conversion. If the Employer will not convert a temporary worker after their 1 year term due to operational needs, the Employer will promptly notify the Union and provide a written explanation. Employer shall not rotate temporary workers in and out of a single position for the purpose of avoiding or evading the 1 year maximum term.

17.2. Temporary workers shall not be used for the purposes of permanently filling vacancies created by the departure of employees in bargaining unit positions. Exceptions to this rule must be approved in writing by the Union.

17.3. To the extent that a supervisor or other non-bargaining unit employee performs duties conducted by bargaining unit employees, such work shall not be performed for the

purpose or intent of eliminating bargaining unit positions. The purpose or intent for having non-bargaining unit employees perform bargaining unit work shall not be to cause a permanent erosion of the bargaining unit through demotion, layoff, or attrition. The Employer will notify the Union if a position is removed from the bargaining unit, and indicate whether the work of that position will be performed by non-bargaining unit employees going forward.

17.4. The Employer has a strong commitment to organized labor and the collective bargaining process. Hence, the Employer will endeavor to give full consideration to unionized or worker cooperative contractors and vendors whenever it deems feasible, provided such commitment is not otherwise in conflict with applicable federal labor law and provided such endeavor is not inconsistent with the organization's mission.

ARTICLE XVIII Job Descriptions

18.1. Job descriptions for each job classification shall be prepared, maintained in writing, revised and updated by the Employer as it deems necessary and appropriate. Revised and updated job descriptions will be provided to the applicable employee and a copy sent to the union. Job descriptions shall identify the work, its scope of authority and accountability, and duties for which the employee will be responsible. Supervisors will review each employee's job description with the employee annually to solicit feedback on whether updates are required.

18.2. When an employee starts working in a position, the Employer shall provide the employee with a copy of the current job description.

18.3. In the event of changes or additions to job duties, or the introduction of new technology or equipment, the Employer will provide the necessary training for affected employees.

ARTICLE XIX Funding and Budget Transparency

19.1. Employees are entitled upon request to receive a copy of (1) the most recent budget, (2) the most recent tax return, except to the extent those returns are privileged, and (3) financial audits. The Employer must provide a copy of these records within 30 calendar days of the request.

19.2. The Employer is committed to salary transparency while respecting the individual privacy of its employees. The salaries of bargaining unit employees and the management salary bands will be available upon request by the Union. Information concerning bargaining unit employees' salaries will be provided to the Union with bargaining unit employees' names included.

19.3. The Employer will present the board-approved budget to all staff on an annual basis, including available information about the total dollar amounts of foundation grants, government contracts, and committed institutional revenue sources.

19.4. The Employer will encourage staff to provide input to their supervisors on anticipated costs of programmatic work as part of the organization's annual budgeting process.

19.5. The Employer will provide each Employee on an annual basis the following:

- The organization's conflict of interest policy
- The organization's document retention policy
- The most recently filed Form 990

ARTICLE XX

Work Location and Professional Development

Definition of Terms in this Article

- **Workday:** For the purposes of this Article, workday means the employee's designated daily schedule during which work is expected to be performed. Elsewhere in this Agreement, workday is defined differently for the purposes of schedules and overtime.
- **Commute:** Commute refers to the regular travel between an employee's home and their designated office for in-office and hybrid workers, or chosen location (if not home) for hybrid and remote workers.
- **Workday Transit:** Travel required for work purposes during the workday (e.g., community meetings and events).
- **Long-Distance Travel:** Work-related long-distance travel includes significant distances (one-way travel time exceeding normal one-way commute time) or overnight stays for purposes such as retreats (in an office or offsite), conferences, training sessions, or community visits.
- **Compensable travel:** Travel that is counted as working, paid time.
- **Reimbursable travel:** Travel for which the Employer will reimburse costs, with the amount subject to the reimbursement policies in this Agreement.

20.1. The Employer will designate each bargaining unit employee as either in-office, hybrid, or remote. The Employer will inform new employees of their designation, designated office, and city-of-work agreement as applicable, and maintain an updated job description which includes this information. The Employer shall have the right in its sole discretion to change an employee's designated work arrangement so long as the employee receives written notice as specified in this Article. Remote employees being transferred to hybrid or in-office must receive at least nine (9) months of advance written notice. Employees undergoing other designation changes must receive at least ninety (90) days of advance written notice.

A list of the current designation of the employees is in Appendix A.

20.2. **Equipment Required for Work.** The Employer will provide remote and hybrid employees with a laptop and any other technology required for work. The Employer will provide in-person employees with technology, equipment, and furniture required for work and to ensure a safe and healthy work environment. The Employer will maintain and replace Employer-

provided materials at the Employer's expense, including costs for shipping. Employees and former employees who are required to return equipment to the Employer must do so, and the Employer must reimburse their shipping costs.

20.3. In-Office Employees

(a) Employees designated to an in-office work arrangement are required to work from their designated office location (San Francisco or Sacramento). However, if an employee requests to work either remotely or hybrid on a temporary basis, the Employer in its sole discretion may allow that to occur.

(b) **Commute Times and Costs:** Commuting to and from the designated office is not compensable, and associated transit costs are not reimbursable.

(c) **Workday Transit:** Transit required during the workday for work purposes is compensable, and associated transit costs are reimbursed.

20.4. Hybrid Employees

(a) Hybrid employees are assigned to a designated office location (San Francisco or Sacramento).

(b) **Work Location Flexibility:** Employees may work from their designated office, home, or another location of their choosing. The specific schedule for work location (specifying the regular days and/or number of days during which the employee must work in-person) should be determined between employees and supervisors based on Employer needs as well as minimizing workday transit and costs. If any given employee and supervisor are unable to agree upon such a schedule, the supervisor shall ultimately have the sole discretion in establishing that schedule. Should the supervisor intend to permanently change this regular schedule, the supervisor shall provide no less than 14 days of advance notice in writing to the employee before the change. In addition to this schedule, hybrid employees may be required to work in-person based on Employer needs with only as much advance notice as the supervisor can reasonably provide. Examples of such in-person work include but are not limited to: projects, events, and client services. Hybrid employees shall not be required to work in-person for more than 4 days per workweek regularly, though they may be required to work in-person more than 4 days per workweek due to Employer needs.

(c) **Commute Costs and Time:** Commutes to and from the designated office location are not compensable, and costs are not reimbursable. Commutes to an alternative work location of the employee's choosing are also not compensable and associated transit costs are not reimbursable.

(d) **Workday Transit:** Any transit required for work purposes during the workday is compensable time, and associated transit costs are reimbursed.

20.5. Remote Employees

(a) Remote employees are not assigned a specific office location and are expected to work from home or another location of their choosing.

(b) **Commute Costs and Time:** Travel to the chosen work location, if not home, is not compensable, and costs are not reimbursable.

(c) **Work at In-Person Sites:** Should the organization require the employee to come to its offices or another location for meetings, retreats, or other activities, travel will be considered work-related and therefore compensable with associated transit costs reimbursed.

(d) **City-of-Work Agreement:** Upon hire, the employee and Employer will agree on a city where the employee will work. If the employee wishes to relocate, the Employer must approve the change to confirm it aligns with operational needs, legal requirements, and costs including anticipated work-related travel costs.

(e) **Workday Transit:** Any transit required for work purposes during the workday is compensable time, and associated transportation costs are reimbursed.

20.6. **Relocation of Remote or Hybrid Work**

(a) Should a hybrid or remote employee request to have their designated office or City-of-Work Agreement permanently or temporarily changed, the Employer in its sole discretion may allow that to occur.

(b) If the Employer changes the designated office of an in-person or hybrid employee, it will provide 9 months of written advance notice before the change.

(c) If the Employer changes the city-of-work of a remote employee, it will provide 9 months of written advance notice before the change.

20.7. **General Responsibility for Work Environment (Hybrid and Remote)**

(a) Employees working from home or another location are responsible for ensuring their workspace is productive.

(b) The employer will provide necessary computer equipment and home-office setup funds to assist employees in creating a suitable work environment, as outlined in this Agreement.

20.8. **Commute, Workday Transit, Travel**

(a) **Commute**

(i) Commute time is not compensable, and commute costs are not reimbursable for any employee.

(b) **Workday Transit**

(i) Time spent on work-related transit during the workday is compensable, and associated transit costs (e.g., mileage, public transit, parking fees) are reimbursed according to this Agreement, organization guidelines and pursuant to IRS regulations.

(ii) Collaborative planning between employees and supervisors should occur to ensure workdays are structured efficiently, and workday transit and costs are minimized. If any given employee and supervisor are unable to agree upon how workdays are structured so that workday transit and costs are minimized, the supervisor shall ultimately have the sole discretion in establishing that workday structure.

(c) Long Distance Travel

(i) Time spent on long-distance travel for work is compensable and costs incurred during work travel (e.g., transportation, lodging, meals) are reimbursed, following this Agreement, organization guidelines, and pursuant to IRS Regulations.

(ii) Employees and supervisors should schedule long-distance travel during and within the workday to minimize potential overtime pay for non-exempt employees.

20.9. Travel and Professional Development

(a) Policy for Professional Development Travel

(i) Non-probationary employees will be provided with a designated budget for professional development, which can be used for approved activities and materials. This budget and the criteria for approval are outlined in the Stipends and Reimbursements Article.

(ii) Professional development activities (for example, recurring classes) should be scheduled outside of regular work hours and work schedules, as feasible. Staff may pursue professional development opportunities during work hours if the opportunity is not available outside of regular work hours.

(iii) Time spent participating in such professional development activities and recurring transit to these activities are not compensable.

(iv) Recurring transit costs to these activities are not reimbursable from the employee professional development budget.

(b) Professional Development Conferences and Travel

(i) When professional development can only occur during the workday (for example, conferences and trainings), up to 3 days (exempt employees) or 24 hours with a limit of 8 hours per day (non-exempt and exempt employees) per year, inclusive of travel time, is considered compensable with prior approval. Employees may request more work to be used for professional development, which the Employer in its sole discretion may approve or

deny on a case-by-case basis. Overtime will not be paid for professional development activities or travel for professional development activities.

(ii) Travel costs for professional development conferences can be reimbursed per organization guidelines for work travel and are counted towards the employee's professional development budget.

20.10. **Application to Exempt Employees**

(a) Since exempt employees are paid a salary and are not entitled to overtime, they are not eligible to receive any additional compensation for time spent engaging in any of the activities listed in 20.7 and 20.8, but are eligible for the same reimbursable travel costs as non-exempt employees.

20.11. **Additional Clarifications.** There are some situations where there may be confusion between work-related transit and commuting.

(a) The same travel policies for work activities apply regardless of whether employees are required to attend the work activity or invited to work and approved to work.

(b) Work functions that start before or at the beginning of the workday: Workday transit time is calculated as the actual travel time to the function minus the employee's normal commute time to their designated office. In other words, only the extra time beyond the regular commute to work is considered compensable workday transit. Associated transit costs beyond the regular commute costs to work are reimbursed.

(c) Work functions that start after the beginning of the workday: travel to the function from the prior work site is workday transit which is compensable and reimbursable.

(d) Work functions that end after or at the end of the workday: Workday transit time is calculated as the actual travel time from the function to home minus the employee's normal commute time from their designated office. In other words, only the extra time beyond the regular commute from work is considered compensable workday transit. Associated transit costs beyond the regular commute costs from work are reimbursed.

(e) Work functions that end before the end of the workday: travel from the function to the subsequent work site is workday transit which is compensable and reimbursable.

(f) Required functions on weekends that are not part of an employee's regular work schedule: Transit to or from work activities required on weekends that are not part of an employee's regular work schedule, including those at one's designated office, are considered compensable time, and associated transit costs are reimbursed.

20.12. In the event of a computer malfunction, occasional slow or dysfunctional internet, power outage, or other issue preventing the completion of work that is outside the control of the affected employees, wages for any scheduled work hours will continue to be paid while the issue is ongoing. During any of the foregoing situations, employees are expected to use their best efforts to continue to be productive. However, the Employer understands that these situations

could impact an employee's overall productivity and unless it is determined to be egregious, lower productivity shall not result in disciplinary action. Employees have the responsibility to alert, and keep updated, their supervisor as soon as possible on these issues.

ARTICLE XXI Job Openings

21.1. All vacancies in positions covered by this Agreement shall be posted internally for 10 business days prior to being advertised to outside candidates.

21.2. All internal candidates who apply for a position and meet the minimum qualifications for the job shall be interviewed for the position. All internal candidates will be treated the same in the process, regardless of whether they are temporary or are regular employees at the organization.

21.3. All internal candidates who did not receive the job offer will receive an explanation from the Employer.

21.4. When hiring a supervisor who will supervise a bargaining unit position, the Organization will consider adding a bargaining unit employee to the interview panel. Should the Organization choose not to add a bargaining unit employee to the interview panel, it will notify the Union and explain the reason for not doing so.

21.5. In all job openings for bargaining unit positions, the Employer shall state that the position is in the bargaining unit.

ARTICLE XXII Strategic Planning

22.1. The Employer shall provide the Union and bargaining unit employees with a copy of the organization's Board-approved strategic plan and any updates to the plan on an annual basis.

ARTICLE XXIII Labor/Management Committee

23.1. In an effort to promote cooperation and to address any ongoing basis issues and concerns that may arise, the Employer and Union shall create a committee comprised of up to six (6) individuals on each side. The Parties will establish a schedule in advance so that the committee will endeavor to meet at least quarterly for a minimum of 90 minutes per meeting. The meetings shall take place on the Employer's premises during working or non-working hours. Committee members shall be compensated at their normal rate of pay for time spent participating in committee meetings. These meetings may be held in person, or remotely or on a hybrid basis.

23.2. With mutual agreement of the Parties, the meeting frequency and/or the meeting length may be increased or reduced for any given meeting and/or additional guests including the entire bargaining unit may be invited. Should bargaining unit employees be invited to a meeting,

only those union committee members and bargaining unit employees who were specifically invited for the purposes of providing input or insight to the committee shall be compensated for time spent in such a meeting.

23.3. At least one (1) week prior to each scheduled meeting, each side shall present the other side with proposed agenda items.

23.4. This Committee is not intended to circumvent the grievance process nor is it for the purposes of engaging in collective bargaining. Instead, the objective of the Committee is to address and ideally recommend solutions to problems and concerns involving the Employer's operations, supervisory issues, funding and budget sustainability. On an annual basis, the annual budget will be shared and discussed with the committee. Individual personnel issues are not to be discussed or addressed.

23.5. Any and all suggestions and recommendations that may result from these meetings are advisory only and are not binding on the Parties.

ARTICLE XXIV Nepotism and Conflicts of Interest

24.1. The Employer will observe all local, State, and Federal laws and funding grants regulations related to nepotism and conflicts of interest.

24.2. Employment actions involving Bargaining Unit employees, including selection of job interview candidates and promotions, shall not be based on any criteria that are not job-related, including favoritism based on personal, romantic, and/or family relationship, patronage, or nepotism.

ARTICLE XXV Seniority

25.1. Seniority refers to the length of continuous service by an individual employee measured from the date that employee began employment with the Employer. Employees who begin working for the Employer in a position outside of the bargaining unit (such as a temporary worker or supervisor) but are later transferred into a bargaining unit position will have their seniority date established as of the date they originally began working for the Employer.

25.2. If rehired within one year from layoff or resignation, that employee shall retain their original seniority date.

25.3. An employee placed on an approved leave of absence covered by Article 29, shall maintain their seniority for as long as they remain employed by the Employer.

25.4. A list of seniority dates for all employees shall be made available to the Union upon request.

ARTICLE XXVI
Workplace Bullying

26.1. It is the Employer's intention to foster a work environment that is collaborative and constructive and one that is free of hostile, abusive and/or offensive behavior. If an employee believes they are being subjected to workplace bullying, they should raise their concern with the Human Resource department. The Human Resource department will take any such complaint seriously and use its best judgment in determining how to address and resolve any such issue. Disputes over this article are not subject to the grievance and arbitration procedure set forth in Article 16.

ARTICLE XXVII
Surveillance

27.1. The Employer recognizes that its employees have a reasonable expectation of privacy with respect to their own personal electronic devices and property.

27.2. The Employer is committed to not engaging in any obtrusive monitoring of its employees' work-related activities and would only do so for legitimate business or operational reasons. Employer will not engage in or utilize electronic location, keystroke tracking, or surreptitious audio or video monitoring.

ARTICLE XXVIII
Workweek, Workday, and Overtime

28.1. "Workweek" is the fixed recurring period of 7 consecutive 24-hour periods that begins Sunday. "Workday" is the consecutive 24-hour period beginning each calendar day at 12:00 a.m. These terms are used when determining overtime obligations for non-exempt employees.

28.2. The exempt or non-exempt status of employees will be determined on a case-by-case basis, subject to applicable law. Should the Employer find that an employee has been incorrectly classified as exempt, the Employer shall provide a summary of overtime hours worked and pay the employee any missed overtime pay for the previous twelve (12) months. Should the Employer conclude that an employee has been incorrectly classified as exempt, the Employer shall provide a summary of overtime hours worked and pay the employee any missed overtime pay for the previous twelve (12) months. Employees have the right to pursue any additional back pay not provided by the Employer, including hours worked for which they believe they are entitled to be compensated beyond the previous 12 months, in accordance with applicable law.

28.3. Schedule, Meal Breaks, and Rest Periods

(a) Full-time employees are regularly scheduled to work 40-hour workweeks, 8 hours each day, Monday through Friday, which include a paid 30-minute meal period and two paid 15-minute break periods. Non-exempt employees should not work outside of their regularly-scheduled hours without pre-approval.

(b) For full-time employees, the standard workday schedule per day is 9:00am-5:00pm, Monday through Friday. Daily start and end times may vary based on the Employer’s business needs. At the time of hire and during the course of employment, supervisors are responsible for establishing and/or altering the work week schedule applicable to each employee. Supervisors will provide as much advance notice as possible, but at least one week, prior to changing an employee’s work week schedule.

(c) Employee work schedules are established by the supervisor and will accommodate the needs of the business, and as much as possible, also consider the needs of the employee. Some positions may require evening and weekend work.

(d) Part-time Outreach Specialists will work a minimum of 104 hours per calendar quarter.

(e) Employees who are classified as non-exempt and who work more than five (5) hours in a workday are entitled to a paid duty-free meal period of 30 minutes. Meal breaks beyond 30 minutes are unpaid. The following applies to all non-exempt employees:

- Non-exempt employees must not perform any work for the entire 30-minute meal period and may leave the work premises.
- The first meal period must begin before the end of the fifth hour of work. For example, a non-exempt employee who begins their workday at 9:00 a.m. must take a meal break before 2:00 p.m.
- If the total workday will not exceed six (6) hours, the non-exempt employee may waive the meal break if mutually agreed to in writing with the supervisor.
- If a non-exempt employee works more than ten (10) hours, they must take a second, unpaid meal period of at least 30 minutes. This second meal break must begin before the end of the tenth hour of work.
- Non-exempt employees unable to take scheduled meal breaks must notify their supervisor or HR.

FREQUENCY AND TIMING OF MEAL PERIODS

Hours Worked	Meal Periods	Timing
5 or less	0	Not applicable
5 to 10	1	Completed before end of the 5th hour
Over 10	2	Begin second meal before the end of the 10th hour

Non-exempt employees are entitled to one 15-minute, paid rest break for every three and one-half (3.5) hours (or major fraction thereof) of work, except if the total daily work time is less than three and one-half (3.5) hours, then the employee does not receive a paid rest break. A “major fraction” is defined as more than two (2) hours and less than (4) hours. When practical, employees should take each paid rest break in the middle of the four-hour work period or major fraction thereof.

FREQUENCY AND TIMING OF REST BREAKS

Hours Worked	Rest Periods	Timing
Less than 3.5	0	Not applicable
3.5 to 6	1	First break due as close to hour two as practicable
6-10	2	Second break due as close to hour six as practicable
10-14	3	Third break due as close to hour ten as practicable

With the approval of their supervisor, employees may determine when to take their breaks so long as those break times are taken in compliance with applicable law.

28.4. Attendance

(a) The efficient operations of the Employer requires punctual and regular attendance on the part of all employees. Attendance is factored into job performance and impacts the Employer’s ability to fulfill its goals and priorities in a cost-effective manner.

(b) Employees who continue a pattern or revert to a poor attendance pattern will be subject to disciplinary action, in accordance with this Agreement.

(c) In the event that an employee may be tardy or unexpectedly absent from work due to an emergency, notification to their supervisor is required before the start of their regularly scheduled workday, or as soon as feasible. Failure to provide notice of tardiness or absence in a timely manner may result in disciplinary action in accordance with this Agreement.

28.5. Overtime and Makeup Work Time for Non-Exempt Staff

(a) **Overtime.** Employees classified as “non-exempt” receive overtime, which means that they earn overtime pay for hours worked in excess of 40 hours in a workweek or 8 hours in a workday (including paid meal and paid rest periods), or any hours worked on the seventh consecutive work-day in a workweek. Unworked paid holidays, sick leave, and vacation time taken during the workweek are not considered “hours worked” for overtime purposes.

Overtime pay is calculated at one and one-half times the employee's regular pay rate and is paid for all hours worked in excess of eight (8) hours in one workday and/or 40 hours in one workweek and for the first 8 hours worked on the seventh consecutive workday in a workweek. Double-time pay is calculated at two times the employee's regular pay rate and is paid for all hours worked in excess of 12 in one workday and in excess of eight (8) on the seventh consecutive work-day in a workweek. Unless it is impossible to do so, overtime work must be approved in advance by the employee's supervisor and supervisors must give staff advance notice of the need for overtime work. While employees will be paid for all overtime hours worked, if that work was not previously approved by the Employer, that employee may be subject to discipline in accordance with this Agreement.

(b) **Makeup Work Time.** A non-exempt employee who loses or would lose work time because of personal obligations may submit a written request to their supervisor to make up the lost work time. The request must come from the employee voluntarily, and must be approved in writing by the employee's supervisor. Supervisors cannot force an employee to take makeup time to avoid overtime hours. If approved, the makeup time must be performed during the same work week in which the work time was lost. The makeup time does not count towards the total number of hours worked in a workday for overtime purposes, except for hours in excess of 11 hours in a workday or 40 hours in a workweek.

28.6. **Flexible Schedule for Exempt Employees**

(a) Exempt employees are results-oriented, and generally allow for more flexibility in how and when work is conducted, so long as the employees meet their job responsibilities and organizational needs.

(b) The Employer's standard workday schedule for all full-time employees per day is 9:00am-5:00pm, Monday through Friday, and exempt employees may – with supervisor awareness and/or approval – adjust their daily schedules, including start and end times. Such flexibility does not reduce the expectation of full-time work, nor does it eliminate the need to be available for required meetings, team collaboration, or time-sensitive duties. Supervisors retain discretion to approve or modify arrangements based on operations needs.

28.7. **Time Records**

(a) All staff must complete semi-monthly time sheets for each pay period to verify hours worked, including overtime hours and vacation/sick leave taken. Non-exempt employees are prohibited from working "off the clock" and should record all hours worked. Each time record must be submitted by the employee to verify its accuracy and approved by the employee's supervisor.

(b) Exempt staff must submit vacation and sick leave requests before the end of each pay period for approval by their supervisor and must timely complete time records according to the appropriate timekeeping process.

(c) Timesheet errors must be immediately reported to the Employer upon discovery. Failure to complete a timesheet accurately or falsifying hours may result in disciplinary action in accordance with this Agreement.

(d) The Employer shall not request or encourage any inaccurate logging of work hours.

28.8. Paydays

(a) Payday is the day by which employees shall be paid for a certain period of work. The payday for workdays from the 1st day to the 15th day of the month shall be the 23rd day of that month. The payday for workdays from the 16th day of the month to the last day of the month shall be the 8th day of the next month. If a payday falls on a weekend or holiday, the payday will be on the previous business day.

28.9. Late Paychecks

(a) Employer shall notify an employee as soon as reasonably possible if their paycheck is anticipated to be delivered late.

ARTICLE XXIX

Time Off

29.1. Sick Leave

(a) Full-time and part-time employees receive paid sick leave that may be used for themselves or to accompany or care for an immediate family member (i.e., domestic partner, spouse, child, or parent) or “designated person,” in accordance with San Francisco’s Paid Sick Leave Ordinance, for preventive care or diagnosis, care or treatment of an existing health condition, or for assistance related to domestic violence, sexual assault, or stalking, or for family care responsibilities such as attending school meetings, arranging elder care, or managing family emergencies that may not be strictly health-related.

(b) Full-time employees accrue sick leave at the rate of 96 hours each fiscal year; part-time employees accrue sick leave on a pro rata basis (e.g., employees who regularly work 50% of full time accrue 40 hours each year). Probationary employees begin accruing sick leave when they begin employment and do so at the same rates as full time and part time staff. During the first 90 days of their employment, newly hired employees shall be permitted to borrow up to a maximum of 3 paid sick days (24 hours) against their upcoming accrued sick leave. If an employee’s accrued sick leave balance is negative at the time of termination (due to borrowing sick leave), the outstanding balance will not be deducted from the employee’s final paycheck.

(c) Full-time employees may accrue up to 240 hours of sick leave and part-time employees may accrue sick leave to a maximum proportionate to their regular work hours per workweek. Employees shall be permitted to rollover unused paid sick leave at the end of the year to be used in the subsequent year. In the event of serious illness, accrued sick leave can be used to augment State Disability Insurance payments up to the employee’s regular salary. The employer does not pay employees for unused sick leave upon termination of employment. Sick leave is not counted as hours worked for the purpose of calculating overtime for non-exempt employees.

(d) Employees will be allowed to use paid sick time for the purposes of training a service animal. In order to be approved to use that time, the employee must provide documentation in advance certifying the need for the service animal and the purpose for which the training time is necessary.

(e) Sick time off will be provided upon an employee's written request to their supervisor, or through the organization's time and attendance system. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notice. If not, the employee must provide notice as soon as practicable.

(f) Employees who are absent for four (4) or more consecutive workdays due to their own illness/injury or due to caring for the illness/injury of an immediate family member may be required to provide medical certification from a licensed health care provider. The purpose of the certification is to confirm the need for the absence and to help determine whether the employee's situation may require a health accommodation, qualify for a medical leave of absence under the California Family Rights Act (CFRA), the Family and Medical Leave Act (FMLA), or other applicable leave laws.

(g) The medical certification should indicate the anticipated duration of the absence and any work restrictions, if applicable. The Employer will not request or require disclosure of the specific medical diagnosis. Failure to provide required medical certification may delay or affect eligibility for extended leave protections under applicable laws.

(h) In the event of a declared public health emergency that directly impacts employees, such as the COVID-19 pandemic, the Employer commits to considering employees' recommendations for additional sick leave at a labor management committee meeting.

29.2. Donating Sick Leave

(a) The Leave Sharing Program permits temporary salary and benefits continuation for eligible employees who have exhausted all paid leave when an employee experiences a catastrophic illness or injury, an employee is needed to care for a family or household member who experiences a catastrophic illness or injury, or when an employee experiences a catastrophic event including being victimized by a crime or having to appear in court related to that crime. The Leave Sharing Program is applicable for all bargaining and non-bargaining unit employees and nothing in this program is intended to change current policy and practice regarding vacation or sick leave.

(b) A catastrophic illness or injury is defined as a serious debilitating illness, injury, impairment, or physical or mental condition that is present for a minimum of seven calendar days. A catastrophic event is defined as the death of a family or household member; or a catastrophic casualty loss suffered due to a terrorist attack, fire, or natural disaster or becoming a victim or the relative of a victim of crime or abuse. The employee's spouse, domestic partner, children, parents, siblings, grandparents, and grandchildren; step-relative, in laws, and relatives by adoption are included in the same basis as the above listed blood relatives; and other persons residing in the employee's household for whom there is a personal obligation.

- A period of illness or injury or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility; or
- A period of illness or injury requiring absence of more than seven calendar days from work, and that also involves continuing treatment by (or under the supervision of) a licensed healthcare provider; or
- A period of illness or injury requiring absence of more than seven calendar days from work, and that also involves continuing treatment by (or under the supervision of) a licensed healthcare provider; or A period of illness or injury (or treatment) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
- A period of illness or injury that is long-term due to a condition for which treatment may be ineffective (e.g., stroke, terminal disease, etc.); or
- An absence to receive multiple treatments (including any period of recovery there from) either for restorative surgery after an accident or other injury, or for a chronic condition, i.e., cancer or kidney disease.

(c) Employees who are eligible for Employer's paid pregnancy leave policy are not eligible for the Leave Sharing Program, unless their pregnancy has resulted in a catastrophic illness as defined in this policy.

(d) Regular full-time and regular part-time employees who accrue sick leave may donate accrued sick leave hours to the Leave Sharing Bank which can be used by all eligible recipients. An eligible recipient is an employee who:

- (i) has completed their probationary period;
- (ii) has provided appropriate verification of a catastrophic illness or injury or catastrophic event (e.g., medical certification of an employee's illness) to the Employer's HR department;
- (iii) has been granted a leave of absence in relation to a catastrophic illness, injury or event;
- (iv) has exhausted all Employer paid leave accruals and is not receiving disability or Workers' Compensation payments; and,
- (v) requests and/or receives donated leave due to catastrophic illness, injury or event prior to the termination of the leave.

(e) Accrued sick leave may be donated to the Leave Sharing Program Bank and not to individuals (donations cannot be made in advance of accrual). The maximum donation an employee may make is twenty-four (24) hours for a continuous leave period due to a catastrophic illness, injury or event. The total amount of time an employee may remain off work on donated leave is six (6) continuous or non-continuous months within a twelve (12) month period.

(f) The maximum donation credited to a recipient's leave account shall be the amount necessary to ensure continuation of the employee's regular salary during the employee's period of approved catastrophic leave. Donations will be voluntary, confidential, and irrevocable. Employees who seek to donate sick leave must complete the Leave Donation

Authorization Form and submit it to the Employer's HR department, who will confirm the donor has sufficient accrued sick time available. For the purpose of simplicity and auditable recordkeeping, accrued sick leave credits shall be transferred hour for hour, regardless of differing pay scales. Adjusted sick leave balances will be recorded in the Employer's time and attendance system for both the donor and recipient.

29.3. Vacation Time

(a) Employer has established a paid vacation plan for the benefit of all employees. Employees earn vacation pay accrual immediately upon hire. Paid vacation may be used by employees for any purpose they deem appropriate.

(b) **Accrual Rate:** Vacation is accrued at 10 hours per month (15 days per year) during the first two (2) years of employment and 14 hours per month (21 days per year) after two (2) years of employment) for full-time employees. Regular and part-time employees accrue paid vacation time on a pro rata basis in proportion to the total hours that they work each week (e.g., staff who regularly work 50% of 40 hours per week accrue 5 hours per month during their first two years). In compliance with California law, vacation time is considered earned wages and may only be used after it has been accrued. Employees may not borrow against future vacation accruals or carry a negative vacation balance.

(c) **Eligibility:** Vacation is available for full-time, part-time, and regular hourly employees. Regular part-time employees shall accrue vacation on a pro rata basis in proportion to the total hours that they work each week.

(d) **Accumulation:** The maximum vacation time an employee can accumulate is one and one-half times the employee's yearly accrual rate. If an employee's unused vacation time reaches the maximum, the employee will not accrue any additional vacation benefit. If the employee later uses enough vacation time to fall below the maximum, vacation accumulation will resume until the maximum is reached again.

(i) *Example: A full-time employee who has been employed for more than 2 years is accruing vacation at 21 days per year. The maximum vacation the employee can accrue is $21 \times 1.5 = 31.5$ days or 252 hours. After reaching 252 hours vacation, the employee will no longer accrue any vacation until the employee takes vacation time to bring the total below 252.*

(e) **Schedule:** Vacations must be scheduled in advance and approved in writing by the employee's supervisor. Although efforts will be made to accommodate employee requests to take vacation at a specified time, supervisors are required to consider the needs of the Employer when evaluating vacation requests. If two or more employees request vacation at the same time and the supervisor determines that it is not feasible to grant each of the requests, the supervisor should grant on the basis of the employee's seniority and the needs of the Employer. Employees who request to take more than three (3) consecutive days of vacation should request time off at least one month in advance, as feasible. If a holiday falls during an employee's scheduled vacation, the employee will receive pay for the holiday if eligible for such pay and will not be charged for vacation benefits for the day.

(f) **Payments:** All accrued but unused vacation benefits up to the maximum accrual shall be paid upon termination of employment. If an employee resigns their employment, they shall have the option of utilizing some or all of their accrued and unused vacation time prior to their designated resignation date for the purposes of extending their length of employment and postponing the last day of their employment.

29.4. Leaves of Absences

(a) California and federal law provide for leaves of absence for a variety of reasons, and different requirements apply to different types of leaves. Employees must schedule their leaves of absence and other time off with the Employer. The Employer will comply with all legal requirements regarding the reinstatement of employees returning from an approved absence. Approved absences of up to one year shall not constitute a break in employment for any purpose, except that the time on unpaid leave shall not be counted in computing vacation accrual and other leave entitlements. All insurance benefits continue during an approved leave of absence, subject to requirements and limitations of the insurance carriers. Vacation accrual, sick leave accrual, and work stipends (such as virtual work stipends) do not continue during unpaid leaves of absence. Sick and vacation leave may be used, but is not required.

(b) Employees who wish to utilize pregnancy disability leave, parental leave, family/medical leave, paid family leave, or military family leave must give 30 days' notice to the Employer before taking leave when the need for leave is foreseeable. If the need for leave arises suddenly, employees must give notice as soon as practicable. Employees will be required to coordinate with their supervisors and HR to determine their first and last days of leave and how they would like their sick and/or vacation to be used, if applicable.

(c) Employees who have questions about these policies or who need time off work under circumstances not addressed below should consult with HR.

(d) **Pregnancy Disability Leave.** Any employee, regardless of tenure, who becomes disabled due to pregnancy, childbirth, or related medical condition may take unpaid pregnancy disability leave (PDL) for the period of actual disability, not to exceed 4 months, as provided by California law. While on PDL, employees may be eligible for State Disability Insurance (SDI) payments and may elect to use any accrued sick leave or vacation time.

(e) Parental Leave

(i) Employees who have worked for the Employer for at least 52 weeks and have worked at least 1250 hours during the 52 weeks before the leave begins are eligible to take up to 17 1/3 weeks of leave in any 12-month period to bond with a new baby until age one year, or with an adopted or foster child up to age 18 years within the first year of placement in the employee's home. Sixteen weeks of parental leave are paid by the Employer. Pay will be up to 45% of the employee's regular salary. While on parental leave, employees may be eligible for SDI payments and may elect to use any accrued sick leave or vacation time.

(ii) In addition to parental leave, employees who have worked for the Employer for at least two years may request to work part-time (not less than 50% time) for up to 26 weeks within the first 52 weeks of onset of the parental relationship, with approval from

the Employee's supervisor. Employees who elect to work part-time (not less than 50% time) will have their salary, vacation, and sick leave accrual adjusted in accordance with their part-time status. Employees who elect to work at least 50% time up to 26 weeks will receive the same health benefits as provided for full-time employees.

(f) Family/Medical Leave Under Federal Law and California Family Rights Act under California Law

(i) The federal Family and Medical Leave Act (FMLA) provides up to 12 work weeks of unpaid family and medical leave within a 12-month period under the following conditions:

- The employee has been employed for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven (7) years (certain exceptions apply);
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is assigned to an office where there are 50 or more employees within a 75-mile radius.

(ii) FMLA may be taken for one or more of the following reasons:

- The employee's health condition prevents them from performing their job;
- The employee is caring for a family member who has a serious health condition. For purposes of FMLA, a "family member" includes a spouse, parent, or child under the age of 18, or child over the age of 28 and incapable of self-care due to a mental or physical disability at the time FMLA leave is to begin;
- The birth of an employee's child, or placement of a child with the employee for adoption or foster care;
- Due to a qualifying exigency related to covered active duty or a call to covered active duty of the employee's spouse, child or parent in the Armed Forces of the United States, or to care for a covered servicemember; or
- Incapacity due to pregnancy, prenatal medical care or childbirth.

(iii) Employees may also be eligible for the California Family Rights Act (CFRA) leave, in which case both FMLA and CFRA leaves will run concurrently. CFRA leave may be taken for one or more of the following reason:

- The employee's serious health condition prevents them from performing their job;
- The employee is caring for a family members who has a serious health condition. For purposes of CFRA leave, a

“family member” includes a spouse, parent, child of any age, registered domestic partner, grandparent, grandchild, sibling, parent-in-law, and “designated person” (someone with a blood or family-like relationship with the employee. The employee must identify this individual at the time the employee requests leave, and are limited to one (1) designated person per 12-month period for the purposes of CFRA leave).

- The birth of an employee’s child, or placement of a child with the employee for adoption or foster care;
- Due to a qualifying exigency related to covered active duty or a call to covered active duty of the employee’s spouse, child or parent in the Armed Forces of the United States or to care for a covered servicemember.

(iv) While on FMLA and/or CRFA leave, employees may be eligible for SDI payments and may elect to use any accrued sick leave or vacation time. For additional information about eligibility for CFRA leave and how it may or may not interact with FMLA leave, employees should contact the Employer’s HR department.

(g) Paid Family Leave (PFL) for California Employees

(i) California Paid Family Leave (PFL) provides monetary benefits for up to 6 weeks in any 12- month period for the following reasons:

- To take time off to bond with a new child.
- To care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or domestic partner).

(ii) Staff members should consult with the Employer’s HR department to learn more about eligibility and may file a claim for PFL benefits with the California Employment Development Department (EDD).

(h) Military Family Leave

(i) Any employee who qualifies for family/medical leave and needs to care for a family member who is a military service member or veteran with a serious injury or health condition incurred or aggravated in the line of duty may take up to 26 weeks of unpaid leave to provide care. Any family/medical leave-qualified employee may take up to 12 weeks of unpaid leave to take care of situations arising from deployment, service, injury, or reintegration of family members in the National Guard or Reserves. Because military family leave is considered a type of family/medical leave, employees may be eligible for SDI payments and may elect to use any accrued sick leave or vacation time while on leave. Military family leave runs concurrently with family/medical leave.

(ii) Certification of the need for medical leave will be required and a physician’s approval to return to work may be required. Employees do not lose benefits or

seniority during leave, and employees are subject to the “Outside Activities” provision in Article 41 while on leave.

29.5. Other Time Off

(a) **Personal Necessity Leave.** Any employee may be granted up to three days of personal necessity leave without pay during any 52-week period. Although no advance notice is required, employees must make reasonable efforts to notify their supervisor as soon as possible before or during the leave. Accrued vacation time may be substituted for the unpaid leave.

(b) **Emergency Services Leave.** If an employee serves as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, Employer will provide an unpaid temporary leave of absence for the purposes of performing those services for up to an aggregate of 14 days per calendar year.

(c) **Bereavement Leave.** Any employee may take up to 3 work days (or up to 24 hours) as paid bereavement leave for the death of a member of the employee’s family as self-defined, including pregnancy loss. Requests for an extension to 5 work days (or up to 40 hours) due to international travel can be considered and is subject to approval by the Employer.

(d) **Jury Duty.** Employer encourages its employees to serve on jury duty. Employees must inform their supervisor upon receipt of jury summons and will receive time off with pay while on jury duty. Employees on jury duty must report to work on any full or partial day that the employee is excused from jury duty and must inform their supervisor each day of the status of jury duty.

(e) **Time Off for Voting.** An employee who does not have sufficient time outside of regular working hours to vote on election day may take up to 2 hours off work with pay to vote. The employee must give their supervisor at least 2 days’ advance notice of the need for time off to vote. Time off may be taken only at the beginning or end of the employee’s workday unless otherwise approved.

(f) **Personal Leave of Absence.** An employee may be granted an extended leave of absence without pay for up to one year for personal reasons. Insurance benefits do not continue during a personal leave of absence. An employee may pay for COBRA during the personal leave absence. Requests for personal leave must be in writing and are subject to approval by the Employer.

(g) **Sabbaticals.** Staff continuously employed for ten (10) years are eligible for paid sabbatical up to 3 months with approval by the Employer’s Co-Executive Director. Employees requesting a sabbatical leave shall make such requests to the Employer’s Co-Executive Director in writing. A sabbatical for the Employer’s Co-Executive Director requires the approval of the Employer’s Trustees.

(h) **Unpaid Time Off for Union Activity.** A bargaining unit employee may request time off without pay to attend to the business of the Union for purposes of participating in a union meeting or convention. The granting of any such leave shall be made in the

Employer's sole discretion. The maximum amount of time off permitted for this purpose shall be limited to 1 (one) employee per year for up to 2 (two) days. There shall be no impact on a bargaining unit employee's seniority date or benefits as a result of being granted this time off without pay.

(i) **Witness Leave.** If an employee is required by law to appear in court as a witness, they are eligible for unpaid time off while doing so. Employees may use their accrued paid time off. An employee serving as a witness must report to work on any full or partial day that the employee is excused from court and must inform their supervisor each day whether they must continue appearing in court.

(j) **Leave for Victims of Crime or Abuse.** An employee who is a victim or the relative of a victim of crime or abuse may take unpaid time off to attend judicial proceedings, for receiving services: seeking medical attention related to crime or abuse, obtaining relevant victim services from agencies and providers, and participating in safety planning or relocation. Employees may use their accrued paid time off. The Employer will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this section by keeping their identity private, except as required by law or as necessary to protect employees' workplace safety.

29.6. **Record Keeping Responsibilities.** Employer will provide a method for employees to be able to check their balance for each type of time off, as well as the accrual rate and maximum accrual for each type of time off.

29.7. **Overtime Calculation.** Time off shall not be counted as hours worked for purposes of determining entitlement to overtime pay.

29.8. All forms of paid time off will accrue in each pay period.

29.9. Should an employee be placed on unpaid time off, that employee shall have the right to request during some or all of that time off to be able to use any paid time off for which that employee has available.

29.10. **Accrual of Time Off During Time Off.** Employees continue to accrue paid time off while they are on paid time off.

29.11. **Privacy.** When employees take time off, the Employer will exercise reasonable care to protect the employee's privacy with regard to the reason for taking time off.

29.12. **No Retaliation.** The Employer will not retaliate against an employee who requests or takes time off.

ARTICLE XXX Paid Holidays

30.1. Employer observes the following days as paid holidays:

- New Year's Eve

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lunar New Year
- Cesar Chavez Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Day before Thanksgiving Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

(a) Recognizing the diversity of employees, employees may request to substitute up to two of the above holidays with other holidays of cultural or religious significance. Such requests must be submitted at least thirty (30) days before the earlier of the substituted or substitute holiday, and no later than the end of the prior calendar year. Approval of these substitutions is at the Employer's discretion. Approved substitute holidays will be treated as paid holidays and not as accrued leave. No paid holidays will be paid out upon termination of employment.

(b) Full time employees shall be paid for eight hours of work at their regular rate of pay for paid holidays. Part-time employees will be paid on a pro rata basis based on their regular weekly scheduled hours of work. For example, part-time employees who work 50% of a 40 hour full-time weekly schedule will receive 4 hours of pay on a holiday, as that represents 50% of 8 hours.

(c) Holidays falling on Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday. Paid holidays falling within vacation periods are not counted as vacation time. Paid holidays are not counted as hours worked for the purpose of calculating overtime for non-exempt employees. In the event that there are two consecutive holidays and the first holiday falls on a Sunday, the two holidays will be observed on the following Monday and Tuesday. In the event that there are two consecutive holidays and the second holiday falls on a Saturday, the two holidays will be observed on the preceding Thursday and Friday. In the event that two paid holidays fall on the same day, they will be observed as two separate paid holidays, with the second day being observed on the next weekday immediately following the first holiday.

(d) If a non-exempt employee is required by the Employer to work on one of the above referenced paid holidays or requests to work on that holiday and the Employer approves it, that employee shall receive their holiday pay plus additional pay at their normal hourly rate for those hours actually worked on that day.

(e) If a non-exempt employee is required by the Employer to work on one of the above referenced paid holidays or requests to work on that holiday and the Employer approves it, that employee shall receive their holiday pay plus additional pay at their normal hourly rate for those hours actually worked on that day.

(f) Employer may at its discretion provide additional paid holidays in any given year. Once the Employer has announced the addition of that paid holiday, the Employer will not rescind that paid holiday for the year in which it has been granted. Under no circumstances will Employer be obliged to provide that or any other additional paid holiday in any subsequent year.

ARTICLE XXXI
Compensation

31.1. Job titles are classified as follows:

- Custodial Staff
- Outreach Specialist
- Advocates/Coordinators Band, Tier 1
- Advocates/Coordinators Band, Tier 2
- Advocates/Coordinators Band, Tier 3
- Manager Band, Tier 1
- Manager Band, Tier 2
- Manager Band, Tier 3

31.2. Tier 3 of the Advocates/Coordinators band may also contain the following job titles with the senior prefix: Senior Advocate and Senior Coordinator. The Custodial Staff and Outreach Specialist positions have their own respective classifications. The bands and tiers are defined by job responsibilities which are outlined in Appendix B.

31.3. **Base Pay Minimums.** Base pay is an employee’s pay excluding premiums, interim pay, reimbursements, and stipends as outlined in this Agreement. Below is the minimum base pay for each classification. The salary amount indicates the salary for full-time exempt employees. Part-time exempt employees are paid a percentage of the salary proportional to the hours they regularly work weekly, relative to the full-time 40 hour workweek. The hourly amount, for nonexempt employees, is equivalent to the annual salary amount divided by 2,080 (hours) , rounded to the nearest cent. Base pay for all salary bands and tiers are as follows:

Classification	Base Pay Minimum, Annual Salary	Base Pay Minimum, Hourly Rate
Custodial Staff		\$30.00
Outreach Specialists		\$30.00
Advocates/Coordinators Band, Tier 1	\$74,880 - \$82,929	\$36.00

Advocates/Coordinators Band, Tier 2	\$82,930 - \$92,699	\$39.87
Advocates/Coordinators Band, Tier 3	\$92,700	\$44.57
Manager Band, Tier 1	\$87,550 - \$100,424	
Manager Band, Tier 2	\$100,425 - \$113,299	
Manager Band, Tier 3	\$113,300	

Attached as Appendix C is a list of the current bands and tiers that apply to the existing bargaining unit employees.

All decisions relating to the movement of employees into a higher level of compensation within a particular tier as well as moving employees into a higher tier shall be governed by the Compensation Structure and Salary Bands and made at the sole discretion of the Employer.

31.4. **Annual Increase to Current Base Pay and Minimum Base Pay.** On January 1 of each calendar year, beginning with January 1, 2026, each employee’s current base pay and the minimum base pay for each classification will be increased. The amount of the increase will be one of the following amounts, whichever is highest:

(a) The San Francisco-Oakland-Hayward CPI-U (Consumer Price Index for all Urban Consumers) for December of the previous year (unadjusted 12 months ending in December), provided by the Bureau of Labor Statistics.

(b) 3%

31.5. If the Employer requires an employee to work, on a temporary basis with additional responsibilities outside of their current scope of work for an extended period of time (5 or more work days), they will receive rate of pay during the time the Employee is conducting that temporary work that reflects both their existing position and the added responsibilities, as determined by the Employer in its sole discretion.

31.6. **Bilingual Premium.** Bilingual employees who are expected to utilize their additional language skill as part of their job will receive extra pay in the amount of \$125 per month. Determination as to the need for this language skill will be made in the Employer’s sole discretion. When that this language skill is necessary, those employees will be entitled to this additional pay if they work in one of the following jobs:

- CAA Receptionist
- CAA Advocacy Coordinator
- CAA Chinese Digital Engagement Advocate
- CAA Economic Justice Community Advocate
- CAA Civic Engagement Community Advocate
- CAA Immigrant Rights Community Advocate

- CAA Immigrant Rights Community Advocate and Paralegal

31.7. Nonexempt employees shall be paid based on hours worked for each pay period.

ARTICLE XXXII Performance Management

32.1. Employer strives to foster an environment where all employees have the opportunity for ongoing professional growth and understand the impact their contributions have on achieving organizational goals. Employer has a performance management program including an annual performance review which is intended to help accomplish this goal, as it will help employees have a clear understanding of the work expected of them, receive ongoing feedback about performance relative to expectations, identify development and growth opportunities, and address performance that does not meet expectations. Performance reviews also allow employees to provide feedback to supervisors and management. Performance reviews are not considered to be a step in the disciplinary process.

32.2. The performance review will be reduced to writing and the employee shall be provided with a copy of it. A copy shall also be placed in the employee's personnel file. The supervisor will meet with the employee to discuss the details of the evaluation.

32.3. The employee will have the ability to add their own written comments to the evaluation. Those comments will be placed in the employee's personnel file.

32.4. The performance review shall be conducted on an annual basis during the first quarter of each calendar year, including individual check-ins throughout the year between supervisors and employees.

32.5. The Employer will determine in its sole discretion whether employees can be promoted into a higher band or tier, or receive increased pay while staying in the same tier. Employees may freely reject a promotion including promotions that would take them out of the bargaining unit, without being disciplined.

32.6. A demotion occurs when an employee's pay is decreased and/or when they are moved into a lower band or tier. This is a disciplinary measure which will be carried out in accordance with the disciplinary procedure outlined in this Agreement.

ARTICLE XXXIII Health Insurance Benefits

33.1. Employees who work at least 20 hours per week will be entitled to the same benefit package on the same terms and conditions that apply to the Employer's non-bargaining unit employees. That package shall contain health care insurance, dental insurance, and a vision plan ("Health Insurance Plan"). Employer will cover 100% of employee premiums and 65% of dependent premiums as defined by the applicable insurance policies. The Employer shall ensure that its insurance policy contains the following definition of dependents: domestic partner, spouse, and dependent children of the employee. The Employer shall have the right in its sole discretion to change providers and/or alter the terms and condition of coverage as it deems

appropriate so long as any new or different plan still contains coverage for health care, dental insurance, and a vision plan. Should changes be made to this package, the Union will be informed at least 30 days in advance of any such changes.

33.2. **Dependent Care Flexible Spending Account (DCFSA).** The Employer shall offer employees a DCFSA into which they can contribute pre-tax income to be set aside for eligible dependent care expenses. Employees may contribute up to the maximum specified by the IRS.

33.3. **Missed Benefits Due to Employer.** If an employee is unable to use their benefits due to the Employer failing to submit paperwork in a timely manner, and should the employee have already paid their contribution towards these benefits, the Employer shall reimburse that employee for the actual contributions paid, prorated based upon the number of days the employee was ineligible to receive these benefits. The Employer shall not be responsible for any other costs or reimbursements due to such an error unless specified under applicable law.

33.4. **Long Term Disability Insurance, Life Insurance, and Accidental Death and Dismemberment Insurance.** The Employer shall provide employees who work at least 20 hours per week with Long Term Disability Insurance, Life Insurance, and Accidental Death and Dismemberment Insurance on the same terms and conditions that apply to the Employer's non-bargaining unit employees. The Employer shall have the right in this sole discretion to change providers and/or alter the terms and condition of coverage as it deems appropriate, so long as any new or different plan still contains coverage for long term disability, life insurance, and accidental death and dismemberment. Should changes be made to this package, the Union will be informed at least 30 days in advance of any such changes.

33.5. Any employee who is eligible for the Health Insurance Plan may choose to opt out of receiving these benefits. Should an employee opt out, they will be required to sign documentation confirming this decision. In exchange for opting out of these benefits, any such employee will be entitled to receive a monthly payment in the amount of \$250, less legally mandated payroll deductions and withholdings, for each month during which they do not receive said benefits.

33.6. **Health Reimbursement Arrangement (HRA).** Employer shall provide each eligible employee who works at least 20 hours per week with an HRA through which the employee will be reimbursed for their eligible expenses. Employer shall reimburse full time employees through the HRA for up to \$2000 per calendar year, and reimburse those part-time employees who work at least 20 hours per week for a prorated amount based upon their hours worked. For example, employees who work 20 hours per week will receive \$1000 per calendar year for their HRA. Unused HRA reimbursement amounts do not rollover into the new plan year.

33.7. The Employer will notify all employees in advance of benefits enrollment dates and deadlines such as new employee enrollment deadlines and annual open enrollment season opening dates and closing deadlines. The Employer will provide a benefit representative to review benefits with employees annually prior to the annual open enrollment period to determine potential changes to benefits and discuss care package options.

33.8. **San Francisco Health Care Security Ordinance (HCSO).** The Employer shall comply with the San Francisco Health Care Security Ordinance (HCSO) for eligible employees, which requires the Employer to spend money on healthcare expenditures for those employees. The Employer shall not encourage or incentivize employees to waive their HCSO rights. HCSO payment records, annual statements, and waivers shall be made available to the Union upon request.

ARTICLE XXXIV
Retirement Plan

34.1. Employees will be entitled to the same 403b retirement plan on the same terms and conditions that apply to the Employer's non-bargaining unit employees. Full time employees may contribute to their retirement plan immediately upon hire. Full time employees are eligible to receive Employer contributions beginning with the first January 1st or July 1st immediately after they have completed twelve months of continuous employment, whichever is earlier ("Eligibility Date"). An employee must work a minimum of 500 hours in a calendar year to be eligible for the Employer contribution for that year. The Employer contribution will be made in the first quarter of each calendar year for all employees who are eligible in the prior calendar year, regardless as to whether they are still employed. In addition, Employer shall at a minimum provide eligible employees with a contribution equal to 4% of their annual compensation, and the Employer's contributions shall become 50% vested after an employee has been employed for 2 years, and 100% vested after an employee has been employed for 3 years. In other words, any Employer contributions made after an employee has been employed for 3 years become fully immediately vested.

(a) *Example: A full-time employee works without taking a leave of absence beginning August 31, 2024. The one-year work anniversary is August 31, 2025 and so the Eligibility Date is Jan. 1, 2026. The employee would receive their first Employer contribution in the first quarter of 2027, equal to 4% of their pay from Jan. 1, 2026 to Dec. 31, 2026. This contribution is made by the Employer even if the employee has ended employment after reaching their eligibility date, so long as the employee worked 500 hours in 2025.*

(b) *Example: A full-time employee works without a leave of absence beginning May 1, 2024. The one-year work anniversary is May 1, 2025 and so the Eligibility Date is July 1, 2025. The employee would receive their first Employer contribution in the first quarter of 2026, equal to 4% of their pay from Jul. 1, 2025 to Dec. 31, 2025. This contribution is made by the Employer even if the employee has ended employment after reaching their eligibility date, so long as the employee worked 500 hours in 2025.*

34.2. The Employer shall make available to each employee a record of their contributions to the retirement plan by both the Employer and the employee, including the amount and date of each such contribution. The Employer shall make applicable retirement plan documents available to employees.

ARTICLE XXXV
Stipends

35.1. **Virtual Work Stipend.** A taxable virtual work stipend of \$120.00 per month (or \$60.00 per pay period) will be provided for employees who are classified as hybrid employees, remote employees, and full-time in-office employees.

35.2. **One-Time Home Office Set-Up Stipend.** Full time and part time employees who are classified as hybrid or remote employees will receive a one-time, lump sum, taxable amount of \$750.00 on their first paycheck for purposes of setting up their home office space upon hire, or upon first entering an eligible position if they were ineligible at the time of hire (such as where an employee is originally hired for an in-office position and then is later reclassified as a hybrid or remote employee). Maintaining a safe home office space is the employee's responsibility, and all employees must set-up and maintain their home work space to ensure a safe and productive work environment. In order to minimize worker's compensation injuries, home work spaces must:

- Be neat, clean and free of hazards.
- Have adequate temperature, ventilation, and lighting.
- Be reasonably free from distractions.
- Have first aid supplies available.
- Have walkways, aisles, and doorways unobstructed.
- Have a working smoke detector near the designated work space.
- Have organized electrical cords secured under a desk, along or against a wall, and away from heat sources.
- Have electrical plugs, cords, outlets, and panels, in good condition.
- Have a home office chair and desk space that is ergonomic, provides appropriate back support, and sturdy.
- Ensure that work materials are in a secure place that can be protected from damage or misuse.
- Have an exit that allows for prompt exiting in case of an emergency.

(a) Employees must report any work related injuries to their direct supervisor and to Employer immediately.

(b) The Employer will make reasonable accommodations for employees living with disabilities or who have physical limitations in order for the employee to perform the essential functions of their job. Employees must submit requests for reasonable accommodation equipment or home-office set up to the Employer and provide a note from their healthcare provider.

35.3. **Professional Development**

(a) Regular, full-time employees that have completed at least 6 months of employment are eligible for up to \$1,000.00 annually for professional development expenses.

(b) Newly hired employees will receive a prorated portion of the \$1,000.00 reimbursement based on the remaining months of the calendar year after reaching their 6-month eligibility, with eligibility beginning at the start of the next pay period after reaching the 6-months. For example, an employee starts on February 9, 2024. They will reach six months of employment on August 9th, 2024. They become eligible for the professional development stipend at the beginning of the following pay period on August 16, 2024. There are 4.5 months remaining in 2024. $\$1,000.00 / 12 = \83.33 per month. $4.5 \text{ months} \times \$83.33 \text{ per month} = \374.99 . \$374.99 is the amount of the employee's prorated professional development stipend for 2024.

(c) The maximum reimbursement amount is set at \$1,000.00 per calendar year. Unused amounts will not roll over to the next year. Funds and opportunities must be used within the calendar year. Professional development funds may not be applied for opportunities in a different calendar year (e.g., employees may not use 2025 funds for a conference in 2026).

(d) Employees are encouraged to identify training and educational resources that align with strategic organizational priorities, the employee's job responsibilities, and contribute to their personal career growth. Professional development can be acquired through participation in courses, training, fellowships, and conferences that support essential job functions and enhance contributions to the organization. Reimbursements may also cover books, digital online resources (excluding hardware and equipment), and travel costs (including travel, hotel, meals, fees) related to attending any approved professional development opportunity.

(e) Once the Employer approves the professional development opportunity, employees can pay up front and get reimbursed through the Employer's payment request process. Employees are highly encouraged to utilize the Employer's payment request process to request the use of the organizational credit card to pay for the opportunity. Receipts for resources and other related expenses should be submitted within two weeks or less after charges are made.

(f) Any required expenses related to the employee's job would not count against each employee's reimbursement amount (e.g., if the employee is speaking on a conference panel or assigned to attend a conference by their supervisor as part of the employee's job, all expenses related to this conference will be paid by Employer and will not come from the employee's professional development funds).

(g) As much as possible, professional development activities (for example, recurring classes) should be scheduled outside of regular work hours and work schedules, as feasible. Time spent participating in or traveling to or from such professional development activities outside of regular work hours are not compensable.

(h) When professional development can only occur during the workday (for example, conferences and trainings), up to 3 days (exempt employees) or 24 hours with a limit of 8 hours per day (non-exempt and exempt employees) per year, inclusive of travel time, is considered compensable with prior approval. Employees may request more work time to be used for professional development which the Employer, in its sole discretion, may approve or deny on a case-by-case basis.

(i) Overtime will not be paid for professional development activities or travel for professional development activities.

(j) Recurring transit costs to these professional development activities outside of regular work hours are not reimbursable from the employee professional development budget. One-time travel costs for professional development activities can be reimbursed per organization guidelines for work travel and are counted towards the employee's professional development budget.

(k) Employer will track the balance of each employee's professional development stipend. Each employee is responsible for budgeting their own professional development stipend annually, and may contact the Employer at any time to check the balance of their professional development stipend.

35.4. Evening Rideshare for Work Travel. The Employer recognizes the importance of employee transit-safety that takes place during activities that may occur outside of regular work hours in the evening, or that take place outside of the office. To support this, the Employer's transit reimbursement policies shall include reimbursement for reasonable costs to use a taxi or rideshare service for safety purposes depending upon the circumstances and subject to prior approval from the Employer.

35.5. Tax-Free Transportation Benefit. The Employer will allow employees to set aside pre-tax income monthly, up to the limit set by the IRS, for costs of commuting, including parking, in accordance with and subject to the requirements of Internal Revenue Code Section 132(f). The Employer will provide employees with information on how to access this benefit and will make the information readily available.

35.6. Per Diem Rates and Reimbursements for Conference and Event Travel. Employees shall be entitled to per diem rates and reimbursements in accordance with the Employer's policy which shall be posted on its internal wiki. While this policy is otherwise subject to change in the Employer's sole discretion, should the Employer wish to make any material changes which increases the financial burden upon employees, the Union shall be notified in advance and the Parties shall negotiate over any such changes. Wherever possible, the Employer will provide the employee the option of paying for these expenses with the Employer's card or having the Employer pay the expenses directly.

35.7. Employees do not need to submit documentation to be approved for travel cost reimbursement if there is no way to acquire a receipt/invoice. For example, many methods of public transportation do not provide a receipt/invoice. In such a case, the employee shall submit a Certification of Expense in the place of such a receipt/invoice attesting the amount of travel cost incurred.

35.8. Employees must provide all work-related expense receipts/invoices to the Employer in a timely manner in order to obtain reimbursement. The Employer will review expense requests in a timely manner and pay them out upon approval in a timely manner.

ARTICLE XXXVI
Immigration Policy

36.1. As a civil rights organization, the Employer affirms its commitment to supporting all employees, regardless of citizenship or immigration status, and ensuring they receive fair and equitable treatment in the workplace.

36.2. **Confidentiality and Privacy.** Employees are not obligated to disclose or verify their own or any family member's citizenship, immigration or work authorization status as a condition of employment, except when such disclosure is required by law. Employees may choose to disclose this information voluntarily. Without prior approval from the employee, the Employer will not share the citizenship, immigration, or work-authorization status of any employee or their family members with outside parties, including government agencies, except as strictly required by law. With the exception of those situations where the Employer is providing immigration-related sponsorships or renewals ("Affirmative Immigration-Related Applications") any information or requests from government enforcement agencies related to an employee's personal citizenship, immigration status, or work-authorization will be communicated to the employee immediately. Any personal citizenship, immigration status, or work-authorization information that will be shared with government enforcement agencies outside of Affirmative Immigration-Related Applications will be provided to the employee along with a list of agencies that have requested this information from the Employer. Except when disclosed and approved by the employee, the Employer will not share an employee's personal citizenship, immigration status, or work-authorization status within the organization except as necessary for business or operational reasons.

36.3. **Verification and Re-Verification of Work Authorization.** The Employer will not require proof of immigration status, except as required by law.

36.4. **Corrections to Records.** If an employee notifies the Employer of a change in their legal name or Social Security Number, the Employer will update its records.

36.5. **Social Security "No-Match" Letters.** If the Employer receives notice from the Social Security Administration that an employee's name or Social Security Number reported on the Wage and Tax Statements (Form W-2) do not agree with its records, the Employer will provide the notice to the employee.

36.6. **Immigration Sponsorships.** The Employer recognizes the importance of providing immigration-related sponsorships where applicable. For candidates or employees who proactively disclose the need for sponsorship or renewal prior to hire, the Employer will evaluate eligibility, assess business needs, and provide appropriate support in the employer's sole discretion. For approved sponsorships or renewals, the Employer will cover all mandated employer-related fees associated with visa applications, work authorizations, green card processes, and renewals. The Employer will ensure timely communication with the employee throughout the process, assign a point of contact within the Human Resources department in coordination with the Employer's designated immigration law firm, and ensure completion of employer's sponsorship or renewal requirements.

36.7. **Union Representation.** Employees shall have the right to the presence of a Union representative in any discussions related to their immigration sponsorship.

36.8. **Leave for Immigration Proceedings.** Employees may use existing paid time off to attend immigration-related appointments, including but not limited to government interviews, hearings, or proceedings. Requests for use of paid time off for these purposes shall be approved. Employees are encouraged to use their available paid time off before requesting unpaid time off for immigration-related appointments. However, employees may also request unpaid time off for such appointments.

36.9. **Absence Due to Detention or Deportation.** If an employee is unable to work due to arrest, detention, or deportation, based on their citizenship or immigration status, the Employer will provide a leave of absence up to thirty (30) calendar days. Employees may elect to use any accrued paid time off during this period; any portion of the thirty (30) days not covered by paid time off will be considered unpaid leave. During this period, the employee shall not lose seniority or benefits accrued prior to the leave. Accrual of benefits will pause during the unpaid leave and resume upon the employee's return to work. Upon presentation of valid work authorization within this period, the employee will be reinstated to their former position or to a position of similar classification, provided the Employer's operational needs have not substantially changed.

36.10. **Work Authorization Lapse.** If an employee is unable to continue work due to lack of work authorization, the Employer will treat the period as a leave of absence for up to thirty (30) calendar days. Employees may elect to use any accrued paid time off during this period; any portion of the thirty (30) days not covered by paid time off will be considered unpaid leave. During this period, the employee shall not lose seniority or benefits accrued prior to the leave. Accrual of benefits will pause during the unpaid leave and resume upon the employee's return to work. Upon receipt of valid work authorization within the thirty (30) days, the employee will be reinstated to their former position or a comparable position, provided the Employer's operational needs have not substantially changed.

36.11. **Protection of Immigrant Employees.** The Employer shall not retaliate against, discipline, or intimidate any employee because of their immigration status, their need for immigration sponsorship, or their exercise of rights related to immigration status or sponsorship. The Employer shall not use, delay, or threaten to delay any part of the immigration process as a form of retaliation, discipline, or intimidation. Immigration status or sponsorship shall not be used to determine or justify differences in wages or benefits, except where required by the Department of Labor's prevailing wage regulations.

ARTICLE XXXVII Layoffs

37.1. Should the Employer determine in its sole discretion that layoffs and/or furloughs must occur, it will notify the Union in writing at least eighteen (18) calendar days prior to implementing any such decisions. In any situation where a layoff is covered by the Worker Adjustment Retraining Notification and/or Cal-WARN, Employer shall comply with such notice requirements.

37.2. Employer will comply with applicable federal law to the extent it is required to meet and confer with the Union over a layoff and/or furlough decision and/or its effects. If requested by the Union, the parties will meet to begin bargaining over the decision and/or its effects within 15 days of the notification of an anticipated layoff and/or furlough.

37.3. When one or more employees are being considered for layoff and those employees perform work in the exact same job classification, the selection for layoff shall be based on the Employer’s sole judgment as to the relative skills, abilities and performance of the employees in question. When making the foregoing selections, the Employer will utilize the applicable job description, review the employee’s performance history and obtain necessary input from the appropriate members of management. Should the Employer determine that one or more employees are equal in all of the categories identified above, then the employee(s) with the least seniority shall be selected for layoff. During the meet and confer process addressed in Paragraph 2 above, should an employee who would otherwise not be selected for layoff bring to the Union’s attention the fact that they plan to resign their employment and accept a job elsewhere, the Union may request that the Employer consider changing its layoff decision so that the employee who was going to be laid off can keep their job. The Employer in its sole discretion shall decide whether its layoff selection decision will be changed. Should the Employer agree to the Union’s request, the employee who is planning to resign shall not be entitled to the severance pay set forth in Paragraph 4 below. When the Employer determines the need to eliminate a specific job classification and where only one employee holds that particular job classification, that employee shall be selected for layoff.

37.4. **Severance Pay.** Bargaining unit employees who are laid off shall be entitled to severance pay that is based on the employee’s base pay and seniority under the following schedule. The amount of 1 week of severance pay shall be calculated based on the employee’s normal weekly work hours.

Seniority	Severance Pay (Based on Base Pay)
Less than 1 year and completed probationary period	1 week
At least 1 year, less than 2 years	2 weeks
At least 2 years, less than 3 years	3 weeks
At least 3 years, less than 4 years	4 weeks
At least 4 years, less than 5 years	5 weeks
At least 5 years, less than 6 years	6 weeks
At least 6 years, less than 7 years	7 weeks
At least 7 years	8 weeks

In order to be eligible for the above referenced severance pay, the laid off employee must remain actively employed up until the date of their designated termination and must sign a severance agreement and general release in a form to be determined in the Employer's sole discretion. The aforementioned severance agreement will not prohibit impacted employees from communicating with others about wages and working conditions (including the amount of the severance payment and severance related benefits), or otherwise abridge their rights under the National Labor Relations Act. The aforementioned severance agreement shall clearly state that such rights are not abridged by the severance agreement. Severance pay shall be provided in a single lump sum payment.

37.5. The Employer shall have the right to furlough employees in lieu of layoffs as it deems appropriate. At the time an employee is notified that they are being furloughed or any time during the furlough prior to the time the Employer has recalled them, they shall have the right to notify the Employer that instead of being furloughed they wish to be laid off and receive the applicable severance pay in the amount listed above. While on furlough, employees are required to notify the Employer immediately upon accepting employment elsewhere. Should the Employer recall a furloughed employee and the furloughed employee refuses to be recalled, or fails to respond to the Employer within seven (7) calendar days of being notified, that employee shall not be entitled to any severance pay. Following being placed on a furlough, should the Employer conclude that the furloughed employee's position will be eliminated, so long as that employee has not accepted employment elsewhere at the time they are notified that their position is being eliminated, they shall be entitled to severance pay in the amount listed above and subject to the eligibility requirements listed above.

37.6. In the case of a layoff, impacted employees will be able to apply for unemployment insurance benefits through the appropriate governmental agency. The Employer will inform such agencies of all layoffs. The Employer will not contest any application for unemployment benefits filed by an impacted employee.

37.7. Where the Employer experiences financial distress or when the Union is concerned about the financial health of the Employer, the Employer or Union may choose to use the Labor Management Committee as a vehicle for collaboratively discussing this situation. During any such meeting, the Employer may request and the Union may put forth ideas for possible cost cutting measures and alternatives to layoffs and furloughs.

ARTICLE XXXVIII Health, Safety, and Wellness

38.1. The Employer is committed to providing a secure, safe, inclusive, wellness promoting and clean work environment for all employees. This includes helping to create a smoke-free and fragrance-free environment out of consideration for those who may experience adverse health effects from certain chemicals, toxins, and scents. The Employer shall also provide sufficient working space with adequate lighting, access to filtered drinking water, ventilation, ergonomic office equipment, ready to access restrooms, shared first-aid supplies, earthquake preparedness supplies located in the 1st or 3rd floor of the office. Employees must report all work-related injuries or illnesses immediately to their supervisor or to HR and a Workers' Compensation Report of Injury Form must be completed. Any employee who

discovers such injuries, safety hazards, unsafe or unhealthy working conditions must report to the Employer as soon as possible after the time of discovery.

38.2. **Workplace Safety.** To ensure workplace safety and compliance with California law, the Employer shall maintain an Injury and Illness Prevention Program. The Employer will reasonably accommodate any employee who requests safety equipment and provide safety measures to perform the essential functions of the employee's job.

38.3. **Office Cleanliness Maintenance.** To ensure a clean and sanitized workspace, the Employer shall clean and sanitize the CAA office on a weekly basis, including the common spaces, bathrooms, kitchen, and meeting rooms. In the course of cleaning, the Employer must uphold the most up-to-date CDC guidelines for COVID-19. When necessary, the Employer shall also provide services to dispose of toxic waste, including pest control measures that pose a hazard to employees in the workplace.

38.4. **Digital Safety Training.** The Employer shall train employees on an annual basis to be familiar with potential job hazards and the correct methods used to control them, including but not limited to verbal, written, e-mail or other electronic public attacks. The Employer recognizes that the employees may be targeted for doxxing, blackmail, threats, slander, and libel. Should an employee come under such attacks, the Employer shall provide safety planning services to the employee and help the employee enhance digital security. Upon the employee's request, the Employer shall omit or replace the employee's name with pseudonyms on the Employer's websites and social media for safety and security concerns, unless there is a business or operational need to include the employee's name. If a pseudonym cannot be used, the Employer will inform the employee of the business or operational reason.

38.5. The Employer will follow applicable laws related to workers compensation for employee injuries and illnesses occurring at work.

38.6. The Employer will follow applicable laws related to accommodations for employees with medical conditions.

ARTICLE XXXIX Lactation Accommodation

39.1. The Employer will accommodate nursing employees who wish to express breast milk while at work. Employees can use their regular rest breaks and meal breaks for this purpose. Employees who need a different time or additional time will be accommodated and should make arrangements with their supervisor. Regular rest break time and meal break time used for expressing breast milk will be paid. If the employee deems it necessary, additional paid time to express breast milk will be granted for up to 30 minutes daily.

39.2. The Employer will provide nursing employees a lactation space, which is not a restroom, to express breast milk in private. The space will be close to the employee's work area, shielded from view, free from intrusion while in use, will be safe, clean, and free from hazardous material, have a surface upon which to place a pump or personal items, a place to sit, and access to a source of electricity and an extension cord. This room must have a door lock provided if requested. The Employer will also provide access to a working sink and a refrigerator that can be

used for storing milk. The Employer will respond to a request for lactation accommodation by either granting such request, or, if the Employer cannot grant such request, in whole or in part, including the requested break time or location, the Employer will provide a written response to the employee.

39.3. Employees may use the grievance procedure to resolve issues if the Employer is not providing them with adequate break times or a place to express milk in accordance with Labor Code Section 1030. Alternatively, if an employee feels the Employer is not providing an employee with adequate break time and/or a place to express milk under Labor Code Section 1030, or if an employee has been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner or management about the alleged failure of the Employer to provide this accommodation under Labor Code Section 98.7, they may file a retaliation claim with the Labor Commissioner's Office a.k.a. Bureau of Field Enforcement ("BOFE") at the California Division of Labor Standards Enforcement ("DLSE").

39.4. The Employer will not retaliate or discriminate against employees who request or obtain an accommodation in accordance with this Article and applicable law.

ARTICLE XL Outside Activities

40.1. The Employer's organizational ideals and values guide both how the Employer approaches the work and how it addresses outside activities of employees. In particular, shared values of fairness, respect, and accountability help inform the policies below.

40.2. **Activities During Working Hours**

(a) Permission from the Employer must be obtained before an employee engages in any outside activities during working hours for which an employee receives compensation (e.g., teaching, speaking, writing, consulting). This applies even if the outside activity is related to Employer work or advances organizational goals. In addition, permission from the Employer must be obtained before an employee engages in any outside activities during non-working hours for which an employee receives compensation (e.g., teaching, speaking, writing, consulting) if these outside activities might reasonably be perceived to be related to the Employer's work. If approved, organizational assets and resources may not be used for such activities without prior approval and cost reimbursement.

(b) The copyright for any book, article, or other writing by an employee that relates to the work of Employer or results from work performed by the employee for the organization is the property of the Employer. This provision will be implemented in a manner consistent with California Labor Code section 2870 (regarding inventions made by an employee). The Employer will observe relevant copyright laws that determine whether a work is sufficiently relevant to the work of the Employer to be deemed Employer property.

40.3. **Honoraria.** All honoraria received by employees for work representing the Employer must be paid to the Employer. Honoraria received for work not performed as a representative of the Employer are retained by the employee and must have been earned on the employee's own time outside of working hours and in a manner consistent with these policies.

40.4. **Gratuities**

(a) Every client and community member is entitled to the best care and services possible, without partiality of any kind. Accordingly, employees are not permitted to accept money, gifts, entertainment, or other gratuities from clients, their relatives, friends, or from firms with which Employer does business.

(b) At the same time, the Employer acknowledges that culturally significant expressions of appreciation are important to accept. Therefore, non-monetary gifts may be accepted by employees on behalf of the Employer and/or shared with all of the Employer’s staff.

ARTICLE XLI
Chinese Language Documentation


41.1. The Employer recognizes the importance of ensuring that those employees who primarily speak Chinese fully understand the terms of the collective bargaining agreement along with the Employer’s rules and expectations. The Employer will translate this Agreement and the Employer’s Employee Handbook into Chinese and make both English and Chinese versions available to all employees digitally and in print. In addition, performance reviews and all documents relating to discipline and termination shall be similarly translated into Chinese for those employees who primarily speak Chinese. Only the English version of this Agreement is binding upon the Parties.


ARTICLE XLII
Duration of Agreement

42.1. This Agreement shall become effective on the date that is it signed by the parties, and shall continue in full force and effect until March 31, 2029, and continue in effect thereafter on a year-to-year basis unless either of the parties serves written notice upon the other party at least 60 days prior to the expiration date of its desire to change, amend, or terminate the Agreement.

For Employer:
CHINESE FOR AFFIRMATIVE
ACTION

For Union:
17 WULP UNITED –
COMMUNICATIONS WORKERS OF
AMERICA LOCAL 9415

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Vincent Pan, Co-Executive Director
Date: 12/31/2025

Decovan Rhem, President
Date: 12/31/2025