Collective Bargaining Agreement between Communication Workers of America Local 9415

and Berkeley East Bay Humane Society

July 1, 2026 – June 30, 2029

ARTICLE 1: RECOGNITION.

1.1: Covered Classifications.

The Berkeley East Bay Humane Society ("Employer") recognizes the Communication Workers of America, Local 9415 ("CWA" or "Union") as the exclusive collective bargaining representative for the following bargaining unit of employees, certified by the National Labor Relations Board, Region 32, in Case No. 32-RD-378831:

> All full-time and regular part-time Adoption Animal Care Specialists, Behavioral & Training Instructors, Foster/Pet Program Coordinators, Hospital Assistants, Lead Registered Veterinary Technicians, Registered Veterinary Technicians, Temporary Medical Assistants and Veterinary Assistants employed by the Employer at its facilities located at 936 Carleton Street, Berkeley, California 94710, and 1380 Fitzgerald Dr., Pinole, CA 94564; excluding all other employees, casual, intermittent, or on-call employees, managers, confidential employees, guards, and supervisors as defined by the Act.

ARTICLE 2: MANAGEMENT RIGHTS.

Except as expressly and specifically limited by this Agreement, all rights, powers, authority, and discretion traditionally or inherently retained by employers are vested exclusively in the Employer and shall remain so for the duration of this Agreement. The Employer retains all rights not expressly restricted by this Agreement, including, but not limited to, the Employer's sole and exclusive right to:

2.1: Direction of Operations and Workforce.

The Employer retains the exclusive right to direct operations and manage its workforce, including decisions regarding how and where work is performed. This includes, but is not limited to, the right to:

- Determine the mission, programs, services, and organizational structure of the Berkeley East Bay Humane Society;
- Establish, modify, or discontinue operations, programs, or services;
- Determine appropriate staffing levels;
- Determine the nature, scope, methods, means, processes, materials, and procedures by which operations and work are conducted; and
- Establish and change shifts, work schedules, and hours of operation.

2.2: Personnel Decisions.

The Employer retains the exclusive right to make all personnel decisions necessary for efficient and effective operations. This includes, but is not limited to, the right to:

- Hire employees;
- Discipline or discharge employees, subject to the rights expressly stated in this Agreement;
- Assign, transfer, lay off, or promote employees;
- Determine job duties, job descriptions, qualifications, and minimum standards of performance; and

- Establish and modify job qualification standards and licensure or certification requirements, including those related to veterinary or animal-care responsibilities.

2.3: Technology, Software, Systems, and Equipment.
The Employer retains the exclusive right to determine and implement all technologies, equipment, systems, and operational methods used in its work. This includes, but is not limited to, the right to:

- Introduce, discontinue, upgrade, or modify any technology, equipment, software, tools, systems, or platforms;
- Implement new or revised operational or clinical methods;
- Select and change veterinary, medical, administrative, or workflow systems; and
- Implement technological changes without bargaining, except to the extent effects bargaining is required by law.

2.4: Veterinary, Medical, and Animal-Care Authority.
All decisions concerning animal health, welfare, veterinary care, clinical protocols, safety standards, and medical procedures are exclusively within the Employer's discretion. These decisions:

- Shall not be subject to bargaining;
- Shall not be subject to grievance or arbitration; and
- May be modified or implemented at any time based on the Employer's professional judgment, regulatory obligations, and/or operational needs.

2.5: Facilities and Location of Work.
The Employer retains the exclusive right to determine where work is performed and how facilities are used. This includes, but is not limited to, the right to:

- Determine and change work locations;
- Relocate, expand, reduce, remodel, or close facilities or operations; and
- Establish temporary or permanent worksites.

2.6: Volunteers, Interns, Temporary Staff, and Non-Bargaining Personnel.
The Employer retains full discretion to use non-bargaining personnel in support of its operations. This includes:

- Volunteers;
- Interns;
- Temporary employees;
- Contractors or outside service providers; and
- Other non-bargaining-unit personnel.

Such individuals may perform work that is also performed by bargaining-unit employees, provided such use does not directly result in a layoff of bargaining-unit employees.

2.7: Work Rules.
The Employer retains the exclusive right to establish, revise, and enforce reasonable work rules and standards of conduct, including, but not limited to, rules related to:

- Safety;
- Animal handling;
- Workflow;
- Attendance; and
- Conduct and professionalism.

2.8: No Requirement to Bargain Over Managerial Decisions.
The Employer is not required to bargain over managerial decisions unless expressly required by this Agreement or by law. This includes, but is not limited to:
- Decisions that do not materially affect wages, hours, or working conditions;
- Managerial, operational, or organizational decisions; and
- Strategic or programmatic changes.

Effects bargaining will occur only where legally required.

2.9: No Waiver / Non-Exhaustive Listing.
The rights enumerated in this Article are not exhaustive and do not constitute a waiver of any management rights not specifically listed. Additionally, failure to exercise any right shall not be construed as a waiver of that right. The Employer retains all rights not expressly limited by this Agreement or applicable law.

ARTICLE 3: SAVINGS CLAUSE.

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, a labor arbitrator selected by the Parties pursuant to this Agreement, or by operation of applicable local, state, or federal law, that provision of this Agreement will be severed and deemed ineffective.

If any provision is determined to be unlawful, invalid, or unenforceable as described above, the Parties will promptly meet to negotiate a replacement for such provision(s). Such invalidity will not impair the validity or enforceability of the remaining provisions of this Agreement. Pending agreement, the Employer shall retain full authority to act in accordance with applicable law.

No informal opinion, advisory statement, administrative comment, or good-faith legal interpretation shall have the effect of invalidating, modifying, or suspending any provision of this Agreement.

ARTICLE 4: SUCCESSORS AND ASSIGNS.

This Agreement will bind the signatories hereto, and any successor employer that is determined, under applicable law, to be a successor and that expressly assumes this Agreement.

Nothing in this Article shall be construed to require the Employer to sell, transfer, or assign any business, operation, or asset, nor to require any successor or assignee to assume this Agreement except as required by applicable law.

ARTICLE 5: NON-DISCRIMINATION.

The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, creed, gender (including gender identity and expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, pregnancy, childbirth or related medical conditions, citizenship, military service and veteran status, union and political affiliation, and/or any other characteristic protected by applicable state, federal, or local laws.

Nothing in this Article is intended to expand, limit, or modify the rights or remedies available to employees under applicable law, nor to create contractual rights independent of those provided by statute.

ARTICLE 6: TEMPORARY STAFFING AND VOLUNTEERS.

6.1: Utilizing Temporary or Relief Staff.
The Parties acknowledge that, in order to meet operational needs, ensure continuity of services, and allow bargaining unit employees to take time off, the Employer may utilize temporary, relief, or contract workers as necessary. Such use is not intended to replace or undermine bargaining unit positions, but rather to provide coverage during employee absences, leaves, vacancies, emergencies, or other operational needs. The Employer retains the right to utilize temporary or contract staffing as necessary, including in emergency situations or unforeseen circumstances, consistent with the Employer's operational requirements and applicable law.

6.2: Summary of Temporary or Relief Staff Hours.
Upon request by the Union, and no more than twice per calendar year, the Employer will provide the Union with an informational summary reflecting the total number of hours worked by temporary or relief staff for the purpose of covering scheduled shifts or absences of employees in bargaining unit positions during the term of this Agreement.

6.3: Organizational Mission and Volunteers.
The Parties acknowledge that Berkeley East Bay Humane Society is a nonprofit, mission-driven animal welfare organization that has historically operated, and continues to operate, as a volunteer-based organization. Unpaid volunteers have long played, and will continue to play, a critical role in advancing the Employer's mission, including by assisting with animal care, adoption-related activities, community outreach, and special events. The Parties recognize that volunteers may at times perform tasks that are similar or related to work performed by paid employees, including bargaining unit members, and that this longstanding practice is inherent to the Employer's nonprofit mission and operating model.

The Parties further acknowledge that the Employer's staffing needs are affected by budgetary constraints, operational realities, and the episodic nature of animal welfare work, including periodic large-scale adoption events, weekend and community-based programs, and fluctuations in animal intake. These operational needs often require a combination of employees and volunteers and cannot reasonably be met solely through the creation of additional regular or temporary paid positions.

While the Parties recognize the value of regular employment opportunities and the importance of maintaining the integrity of the bargaining unit, they agree that the use of volunteers is not intended, and shall not be construed, to replace bargaining unit employees, undermine the bargaining unit, or evidence bad faith, but rather reflects the Employer's historic, mission-based reliance on volunteer participation in furtherance of animal welfare.

ARTICLE 7: UNION DUES DEDUCTIONS.

7.1: Dues Deductions.
The Employer agrees to deduct union membership dues from the wages of bargaining unit employees who have executed a valid dues deduction authorization, subject to applicable law, including California Labor Code section 224.

All bargaining unit employees hired on or after the Effective Date of this Agreement shall, as a condition of employment and to the extent permitted by applicable law, tender Union membership dues required by the Union. The Union shall be solely responsible for notifying employees of their obligations under this Section and for obtaining any dues deduction authorizations necessary to facilitate payroll deductions.

The Union shall provide the Employer with written authorization forms executed by bargaining unit employees authorizing such deductions. Upon receipt of a valid authorization, the Employer shall remit deducted dues to the Union in accordance with the procedures established by this Agreement.

The Union shall indemnify, defend, and hold harmless the Berkeley East Bay Humane Society from any and all claims, demands, actions, liabilities, damages, or expenses, including reasonable attorneys' fees and costs, arising out of or related to the administration or enforcement of this Article, including but not limited to any claim arising from an employee's discharge, discipline, or other adverse employment action taken against an employee for the alleged failure to execute or maintain a dues deduction authorization or satisfy any union security obligation established under this Article.

7.2: Timing of Deductions.
Dues deductions shall begin with the first full payroll period following the Employer's receipt of the employee's signed authorization, provided the authorization is received sufficiently in advance to be processed through the Employer's regular payroll system.

7.3: Prospective Deductions Only.
All dues deductions shall be prospective only. The Employer shall have no obligation to deduct or collect arrearages, back dues, assessments, initiation fees, or any other retroactive amounts.

7.4: Employer's Administrative Role.
The Employer's role with respect to dues deductions is strictly administrative. The Employer shall not be responsible for:

- Monitoring or enforcing union membership status;

- Collecting unpaid or disputed dues;
- Making "catch-up" deductions for missed or delayed payroll deductions; or
- Resolving disputes between the Union and any employee regarding dues, fees, or membership.

7.5: Changes to Dues Amount.
Any change to the amount of dues subject to payroll deduction must:

1. Be provided to the Employer in writing;
2. Be provided with at least sixty (60) days' advance written notice;
3. Comply with the terms of the employee's dues authorization and all applicable laws; and
4. Occur no more than once per calendar year.

The Employer shall implement any properly noticed dues change in accordance with its regular payroll processing timelines.

7.6: Union Responsibility and Indemnification.
The Union agrees to indemnify and hold the Employer harmless from any claims, demands, or liabilities arising out of the deduction or non-deduction of union dues.

ARTICLE 8: JUST CAUSE AND PROGRESSIVE DISCIPLINE.

8.1: Just Cause Standard.
The Employer shall have the right to discipline or discharge employees in bargaining unit positions for just cause. Discipline shall be administered in a fair and reasonable manner, taking into account the circumstances of the particular case.

8.2: Progressive Discipline.
Except in cases of serious misconduct, as defined in Paragraph 8.3 below, the Employer generally intends to apply principles of progressive discipline.

Progressive discipline, as referenced in this Agreement consists of the following forms of discipline:

- Verbal warning or counseling
- Written warning
- Suspension without pay
- Discharge

The Employer retains discretion to determine the appropriate level of discipline based on the nature and severity of the conduct, the employee's work history, and other relevant factors. The forms of discipline identified above need not be applied in any particular order, and not all forms of discipline must be utilized every case. Nothing in this Article shall be construed to limit the Employer's authority to impose discipline without progressive discipline where warranted by the circumstances.

8.3: Serious Misconduct.
Progressive discipline is not required in cases involving serious misconduct. Serious misconduct may include, but is not limited to, the following:

- Violence, threats of violence, or unsafe conduct toward persons or animals;
- Theft, fraud, dishonesty, or falsification of records;
- Harassment, discrimination, or retaliation in violation of law or Employer policy;
- Gross insubordination or refusal to follow lawful and reasonable directives;
- Serious violations of safety rules or procedures;
- Abuse, neglect, or mistreatment of animals;
- Possession, use, or being under the influence of illegal drugs or alcohol while on duty;
- Conduct that materially interferes with the Employer's operations, reputation, or mission.

This list is illustrative and not exhaustive.

8.4: Introductory / Probationary Period.
Newly hired employees in bargaining unit positions shall serve an introductory probationary period of ninety (90) calendar days from their date of hire. During the probationary period, the Employer will evaluate the employee's performance, conduct, attendance, and overall suitability for employment. During this probationary period, employees may be disciplined or discharged at the Employer's discretion, and such discipline or discharge shall not be subject to the progressive discipline provisions of this Agreement.

8.5: Limitation on Grievance Rights for Probationary Employees.
The discharge of a probationary employee shall not be subject to the grievance or arbitration procedures of this Agreement. Nothing in this section precludes a probationary employee from raising claims that are non-waivable as a matter of law.

8.6: Personnel File Records.
Written disciplinary actions shall be documented and placed in the employee's personnel file in accordance with applicable law and the Employer's policies.

ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE.

9.1: Purpose.
The Employer and the Union agree that this grievance and arbitration procedure is intended to provide an orderly and efficient mechanism for resolving disputes concerning the interpretation or application of the express provisions of this Agreement.

9.2: Weingarten Rights.
An employee shall have the right to request Union representation during an investigatory interview conducted by management where a reasonable employee would believe, under the circumstances, that the interview may result in disciplinary action, consistent with *NLRB v. J. Weingarten, Inc.* This right applies in accordance with applicable law to investigatory interviews that may reasonably result in disciplinary action, and does not encompass routine workplace discussions or communications that are not investigatory in nature.

Upon a valid request, the Union representative and the employee shall be afforded a reasonable opportunity to confer prior to the interview, provided that such conference does not unreasonably delay or interfere with the Employer's investigation or operations.

Nothing in this section shall be construed to expand employee or Union rights beyond those required by applicable law.

9.3: Communication and Informal Problem Solving.
The Parties recognize that timely communication may assist in resolving workplace issues. Meetings or discussions between the Union and management regarding workplace concerns shall be scheduled as reasonably practicable and consistent with the Employer's operational and staffing needs, and shall not disrupt the Employer's workflow or operations.

9.4: Formal Grievance Submission Requirements.
A grievance is defined as a dispute arising under this Agreement concerning the interpretation, application, or alleged violation of a specific, express provision of this Agreement, including disputes regarding disciplinary action or discharge of a bargaining unit employee.

To be considered timely, a formal grievance must be submitted in writing to the Employer's Human Resources office within thirty (30) calendar days of the event giving rise to the grievance. Notwithstanding the foregoing, grievances challenging discipline or discharge must be submitted within fourteen (14) calendar days of the employee's receipt of the disciplinary action.

To be considered timely and properly submitted compliant under this Article, a written grievance must be submitted using the Grievance Form attached hereto as **Appendix A**, and must include the following information:

(a) the date(s) of the occurrence giving rise to the grievance;
(b) the name(s) of the employee(s) involved, including name of the Grievant;
(c) the specific article(s) of this Agreement alleged to have been violated;
(d) a brief description of the nature of the grievance; and
(e) the remedy sought.

Failure to submit a grievance in accordance with this section, including failure to meet the time limits or content requirements, shall constitute a full and final waiver of the grievance. Any such grievance shall be deemed permanently abandoned and shall not be subject to further review, processing, or arbitration.

Notwithstanding the foregoing, if the Parties mutually agree that additional time is necessary to engage in informal problem solving, the Parties may stipulate in writing to extend the deadlines to all aspects of the grievance process. Any such extension must be expressly agreed to in writing by both parties.

9.5: Step One Grievance Meeting.
A timely formal grievance submitted in accordance with Article 9.4 shall initiate a Step One grievance meeting.

A Step One grievance meeting shall be scheduled no later than fourteen (14) calendar days from the date the grievance is submitted, unless otherwise mutually agreed by the Parties. At the meeting, the Employer shall discuss its position and rationale, and the Parties shall attempt to resolve the grievance.

Following the Step One meeting, the Employer shall provide the Union with a written response setting forth the Employer's position within fourteen (14) calendar days of the Step One Meeting.

If a Step One meeting does not occur within fourteen (14) calendar days from the date the grievance is submitted, the timelines for advancement to Arbitration shall run from the date the meeting should have occurred.

9.6: Advancement to Arbitration.
If the grievance is not resolved at Step One, the Union must notify the Employer's Human Resources office, via email, of its intent to advance the grievance to arbitration within twenty-one (21) calendar days following the Step One grievance meeting, or, if no meeting is held, within fourteen (14) calendar days from the date the Step One meeting should have occurred.

Failure by the Union to timely advance the grievance to arbitration in accordance with this section shall constitute a full and final waiver of the grievance, and the matter shall be deemed resolved and not subject to further review or arbitration.

9.7: Optional Mediation.
Mediation is voluntary and may be utilized only by mutual written agreement of the Parties. Either Party may decline to participate in mediation without prejudice to its position.

If the Parties mutually agree to mediation, they shall select one of the following options:

- Option 1: The Parties agree to utilize a mediator from the Federal Mediation and Conciliation Service (FMCS), at no cost to the Parties.

- Option 2: The Parties may mutually select a mediator from a mutually agreed-upon mediation provider. The costs of such mediation shall be borne by the Employer, unless otherwise agreed in writing.

  Participation in mediation shall not delay or waive any timelines requirements set forth in this Article unless the Parties expressly agree in writing to extend such timelines.

9.8: Sharing of Information.
During the processing of Step 1 grievances, and in preparation for any eventual arbitration, the parties agree to share relevant, non-privileged 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.

The Employer may withhold or redact information that is confidential, privileged, sensitive, or protected by privacy laws, including but not limited to medical information, personal identifying information, or graphic or sensitive material, where disclosure would compromise employee privacy, safety, or legal obligations, provided such withholding is not arbitrary or capricious.

9.9: Initiation of Arbitration.
To initiate arbitration, the Union shall request a list of qualified labor arbitrators from either the Federal Mediation and Conciliation Service (FMCS) or the California State Mediation and Conciliation Service (CSMCS).

9.10: Selection of Arbitrator.
Upon receipt of a list of arbitrators, the Parties shall select an arbitrator using the strike method, whereby each party alternately strikes names from the list until one arbitrator remains. The remaining arbitrator shall be designated as the arbitrator for the matter.

The Parties shall then confer and make reasonable efforts to schedule the arbitration hearing on a mutually agreeable date.

9.11: Costs of Arbitration.
The fees and costs of the arbitrator, including arbitrator compensation, administrative fees, cancellation fees, and any costs charged by the administering agency, shall be shared equally by the Parties.

If either Party requests the presence of a court reporter or the preparation of a transcript, the costs of the court reporter and transcript shall be shared equally by the parties, unless otherwise agreed in writing.

Each Party shall bear its own attorney’s fees and costs, witness fees, and any other expenses incurred in connection with the arbitration.

9.12: Authority of the Arbitrator.
The arbitrator’s authority shall be limited to interpreting and applying the express terms of this Agreement, and to resolving only those issues and remedies specifically raised in the written grievance.

The arbitrator shall have no authority to:

(a) add to, subtract from, modify, or disregard the express provisions of this Agreement;
(b) establish or modify wages, benefits, or other terms and conditions of employment;
(c) substitute the arbitrator’s judgment for that of the Employer where the Agreement grants discretion to the Employer;
(d) award punitive, exemplary, or consequential damages; or
(e) order remedies inconsistent with applicable law or the Employer’s policies.

The arbitrator's decision shall be final and binding, subject to applicable law.

ARTICLE 10: HOURS OF WORK.

The Employer's working hours may vary depending on work location and job responsibilities. Supervisors will provide employees with their work schedule as required. The Employer retains the sole discretion to establish, modify, and change work schedules, workweeks, start times, end times, shifts and staffing patterns based on proportional needs, including during weekends and holidays.

Nothing in this Article guarantees any employee any fixed number of hours per week.

ARTICLE 11: WORKING CONDITIONS AND SAFETY.

11.1: General Health and Safety Standards.
The Employer shall maintain work areas in a safe, healthy, and sanitary condition consistent with applicable federal, state, and local laws and regulations. The parties acknowledge and agree that Berkeley East Bay Humane Society operates an animal care and veterinary hospital environment, and that working conditions necessarily involve the presence of animals, medical treatment, cleaning and sanitation protocols, biohazards, odors, noise, and other conditions inherent to animal welfare and veterinary operations.

The Employer's obligation to maintain safe and sanitary working conditions shall be interpreted in light of the nature of the Employer's operations as an animal hospital and animal care facility, and consistent with generally accepted standards applicable to similar animal welfare and veterinary environments.

11.2: Safety Equipment and Protective Measures.
The Employer shall furnish and maintain first aid supplies, safety devices, and personal protective equipment required by applicable law or reasonably necessary for the performance of assigned duties. Employees shall be responsible for using such equipment in accordance with training, instructions, and applicable safety policies.

Nothing in this Article shall be construed to require the Employer to provide equipment or measures beyond those required by law or reasonably appropriate for an animal care and veterinary hospital setting.

11.3: Safety Training and Meetings.
The Employer may conduct employee safety meetings or trainings as it deems appropriate to address workplace safety, health practices, or operational concerns. If the Employer conducts a safety meeting that includes bargaining unit employees, the Union may designate one Union representative to attend as a non-participatory observer, provided that such attendance does not disrupt operations or interfere with the purpose of the meeting. The Union observer shall not be entitled to paid time unless otherwise required by law.

Nothing in this subsection shall be construed to require the Employer to hold safety meetings, to bargain over the content of such meetings, or to permit Union attendance at meetings that do not involve bargaining unit employees.

11.4: Compliance with Law.
The Employer's compliance with applicable occupational health and safety laws and regulations shall constitute compliance with this Article.

ARTICLE 12: NO STRIKE PROVISION.

12.1: No Strike Obligation.
During the term of this Agreement, neither the Union nor any bargaining unit employee shall engage in, authorize, encourage, condone, or participate in any strike, sympathy strike, work stoppage, slowdown, sick-out, walkout, refusal to work, interruption of work, or other concerted activity that interferes with or disrupts the Employer's operations.

12.2: Definitions.
For purposes of this Article:

- "Strike" means any concerted refusal to perform work or any concerted interruption of work by bargaining unit employees.
- "Sympathy strike" means a strike, work stoppage, or refusal to work undertaken in support of, or in sympathy with, another labor organization, bargaining unit, or dispute, whether or not the Employer is a party to that dispute.
- "Work stoppage" includes any slowdown, sick-out, mass absence, refusal to work overtime, partial strike, or other concerted activity that has the purpose or effect of interfering with normal operations.
- "Walkout" means the concerted departure of employees from the workplace during scheduled work time without authorization.

These definitions are intended to be construed broadly to prohibit all forms of concerted activity that disrupt the Employer's operations.

12.3: Union Responsibility.
The Union shall take all reasonable steps to prevent or terminate any activity prohibited by this Article, including promptly disavowing such activity and directing employees to return to work.

12.4: No Lockout.
The Employer shall not engage in a lockout of bargaining unit employees during the term of this Agreement.

12.5: Remedies.
The Employer shall have the right to pursue all lawful remedies, including disciplinary action consistent with this Agreement and seeking injunctive relief where permitted by law.

ARTICLE 13: UNION REPRESENTATION.

13.1: Notice of New Bargaining Unit Employees.
The Employer shall notify the Union of the hire of any employee into a bargaining unit position within five (5) business days of the employee's start date. No notice obligation shall apply to employees hired into non-bargaining unit positions.

13.2: Union Orientation Meeting.
Within twenty-one (21) days of a newly hired employee entering the bargaining unit, the Employer shall permit the employee to meet with a Union steward or authorized Union representative for one Union Orientation Meeting of up to thirty (30) minutes during paid working time for purposes of orienting the employee to the Union and this Agreement.

To the extent practicable, the Union representative conducting the Union Orientation Meeting should be a bargaining unit employee who works at the same location as the newly hired employee. No management employee or designee shall be present during, or monitor, the Union Orientation Meeting.

The Union Orientation Meeting shall be scheduled at a mutually agreeable time and in a manner that does not unduly disrupt the Employer's operations or interfere with the employee's assigned duties or operational needs. The Employer and the Union shall work cooperatively to identify a reasonable time for such meeting during the employee's regular work schedule. To the extent practicable, the parties will attempt to schedule such meeting during the employee's onboarding process.

If the Union representative conducting the orientation meeting is a bargaining unit employee covered by this Agreement, the Employer shall compensate that employee for up to thirty (30) minutes spent conducting the Union Orientation Meeting. The Employer's authorization for paid time under this Section is strictly limited to a maximum of thirty (30) minutes for the newly hired employee and, if applicable, a maximum of thirty (30) minutes for the bargaining-unit employee conducting the Union Orientation Meeting.

13.3: Weingarten Meeting.
The Employer shall compensate one (1) bargaining unit employee designated to act as a Weingarten representative for up to a maximum of forty-five (45) minutes per Weingarten Meeting. To the extent practicable, the designated Weingarten representative shall be a bargaining unit employee who works at the same location as the employee who is the subject of the meeting.

Employer-paid time under this Section is limited to a single designated Weingarten representative and shall not exceed a maximum of forty-five (45) minutes per Weingarten Meeting. If a Weingarten Meeting exceeds forty-five (45) minutes, any additional time spent by the Weingarten representative shall not be compensable unless otherwise approved by the Employer.

13.4: Other Union Activity Time.
Time spent preparing for, scheduling, traveling to or from, waiting for, extending, or otherwise participating in activities related to a Union Orientation Meeting, or serving as a Weingarten

representative, beyond the authorized time authorized in Sections 13.2 and 13.3 shall not be considered hours worked and shall not be compensable unless otherwise required by law.

The Employer shall have no obligation to compensate travel time, mileage, or other expenses associated with a Union Orientation Meeting or a serving as a Weingarten representative. Such meetings may be conducted in person or remotely.

Except as expressly provided in this Article, time spent by bargaining unit employees meeting with Union representatives, processing grievances, engaging in collective bargaining, or engaging in any other Union activities shall not be considered hours worked and shall not be compensable unless otherwise required by law.

ARTICLE 14: SENIORITY.

14.1: Definition of Seniority.

For purposes of this Agreement, seniority shall be defined as an employee's total length of continuous paid employment with the Employer, measured from the employee's most recent date of hire into the bargaining unit.

14.2: Credit for Prior Employment.

An employee who previously held a position with the Employer and whose employment ended for reasons other than discharge for just cause may receive credit toward seniority for such prior service only if the employee is rehired into a bargaining unit position within three (3) years of the date of separation.

If the period of separation from employment exceeds three (3) years, no prior seniority shall be credited, and seniority shall begin anew as of the employee's most recent date of hire.

ARTICLE 15: BULLETIN BOARDS.

The Employer shall provide the Union with access to, and determine the location of, a physical bulletin board in a break room at each of its facilities located at 936 Carleton Street, Berkeley, California 94710, and 1380 Fitzgerald Dr., Pinole, CA 94564. Such bulletin board is to be used for official union notices regarding meetings, elections, and other representational activities. All postings must comply with the Employer's policies, and the Employer reserves the right to remove materials that are defamatory, confidential, political, unlawful, or inconsistent with the Employer's mission as a non-profit organization.

The Parties acknowledge that the Employer is a nonprofit, mission-driven organization and, as such, must remain politically neutral in its operations and use of organizational resources. The Parties further acknowledge that permitting partisan or electoral political advocacy on Employer-provided bulletin boards could be inconsistent with the Employer's nonprofit obligations and public mission.

For purposes of this Article, prohibited political content includes, but is not limited to, endorsements of or opposition to political parties, candidates for public office, ballot measures, or electoral campaigns, as well as political fundraising or partisan electoral advocacy unrelated to the administration of this Agreement or the Union's internal representational activities.

ARTICLE 16: PERSONNEL FILES.

Employees have the right to inspect their personnel files at a mutually convenient time, consistent with the laws of the jurisdiction in which they work. Upon request of an employee, the Employer will provide a copy of the employee's file in paper and/or electronic format within a reasonable time not to exceed one (1) month from the date of the employee's request. Employees may also submit a written comment to be entered into their personnel file, and such comment is limited to one-page and relate to a specific document in the file.

ARTICLE 17: WAGES.

17.1: Wage Increases.

(a) Year One (Effective January 1, 2026). Upon ratification of this Agreement, all employees in the bargaining unit shall receive a wage increase of three percent (3%) applied to their base hourly rate of pay, effective January 1, 2026. Said increase shall be retroactive to January 1, 2026, and shall be implemented, including payment of any retroactive amounts owed, within thirty (30) calendar days of ratification of this Agreement.

(b) Year Two (Effective January 1, 2027). Effective January 1, 2027, all employees in the bargaining unit shall receive a general wage increase of not less than two percent (2%) applied to their base hourly rate of pay.

(c) Year Three (Effective January 1, 2028). Effective January 1, 2028, all employees in the bargaining unit shall receive a general wage increase of not less than two percent (2%) applied to their base hourly rate of pay.

Wage increases shall apply only to employees who are actively employed on the effective date of each increase.

17.2: Pay Schedule.
All employees in the bargaining unit shall be paid on a semi-monthly basis (twice per calendar month) in accordance with applicable California law.

17.3: Overtime.
Overtime compensation shall be paid in accordance with California law. Employees shall receive overtime pay at a rate of one and one-half (1½) times their regular rate of pay for all hours worked: (a) in excess of eight (8) hours in a workday; (b) in excess of forty (40) hours in a workweek; and (c) for the first eight (8) hours worked on the seventh (7th) consecutive day in a workweek.

Employees shall receive double (2x) their regular rate of pay for all hours worked: (a) in excess of twelve (12) hours in a workday; and (b) in excess of eight (8) hours on the seventh (7th) consecutive day in a workweek.

ARTICLE 18: EXPENSE REIMBURSEMENT.

18.1: Business Expense Reimbursement.
The Employer shall reimburse employees for all reasonable and necessary expenses incurred in the performance of their job duties, in accordance with applicable law, including California Labor Code section 2802 and the Employer's policies and procedures.

18.2: Pre-Approval Requirement.
Except in emergencies, all business-related expenses must be approved in advance by the Employer. Employees are expected to exercise reasonable judgment and minimize costs when incurring expenses on behalf of the Employer.

18.3: Use of Personal Funds.
Employees shall use personal funds to pay for approved business expenses and shall submit requests for reimbursement in accordance with the Employer's established procedures.

18.4: Mileage Reimbursement.
Employees who are required to use a personal vehicle for authorized business purposes shall be reimbursed at the then-current Internal Revenue Service (IRS) standard mileage rate.

Normal commuting between an employee's home and their regular work location is not reimbursable. If an employee is required to travel to a work location other than their regular work location, and such travel results in additional distance beyond the employee's normal commute, the Employer will reimburse only the difference between the employee's normal commute and the additional distance traveled.

18.5: Documentation and Timeliness.
Employees must submit reimbursement requests, along with appropriate supporting documentation, within a reasonable period of time as determined by the Employer's policies. The Employer may deny reimbursement for expenses that are not reasonable, necessary, properly documented, or timely submitted.

ARTICLE 19: HEALTH AND WELFARE BENEFITS.

19.1: Eligibility.
Regular full-time employees, and regular part-time employees who work thirty (30) or more hours per week, shall be eligible for health and welfare benefits as set forth in this Article. Benefits coverage shall become effective on the first day of the month following sixty (60) calendar days of employment.

19.2: Health, Dental, and Vision Insurance for Full-Time Employees.
Full-time employees shall be eligible for the following insurance coverage:

(a) Health insurance through Kaiser Permanente ($30/$1,500 Plan);
(b) Dental insurance through MetLife; and
(c) Vision insurance through VSP.

19.3: Health, Dental, and Vision Insurance for Part-Time Employees.
Regular part-time employees who work thirty (30) or more hours per week shall be eligible for the following insurance coverage:
(a) Health insurance through Kaiser Permanente ($30/$1,500 Plan);
(b) Dental insurance through MetLife; and
(c) Vision insurance through VSP.

19.4: Employer Premium Contributions.

(a) Full-Time Employees. The Employer shall pay one hundred percent (100%) of the monthly insurance premium for eligible full-time employees enrolled in the plans identified in Section 19.2.

(b) Part-Time Employees. The Employer shall pay fifty percent (50%) of the monthly insurance premium for eligible part-time employees enrolled in the plans identified in Section 19.3. The employee shall be responsible for the remaining fifty percent (50%), which shall be deducted from the employee’s paycheck on a pre-tax basis to the extent permitted by law.

(c) Dependent Coverage. Employees are responsible for the full cost of any dependent coverage. Dependent premiums shall be deducted from the employee’s paycheck on a pre-tax basis to the extent permitted by law.

19.5: Premium Increase Cap.
The Employer’s premium contribution obligations set forth in Section 19.4 are subject to the following annual cap on premium increases:

(a) Plan Year 2027. The Employer’s premium contribution shall not be required to increase by more than ten percent (10%) over the Employer’s premium contribution amount for Plan Year 2026. In the event that the applicable insurance carrier increases premiums by more than ten percent (10%) for Plan Year 2027, the Employer’s contribution shall be capped at a ten percent (10%) increase over the prior year’s contribution, and the employee shall be responsible for any premium amount in excess of the Employer’s capped contribution. Such employee portion shall be deducted from the employee’s paycheck on a pre-tax basis to the extent permitted by law.

(b) Plan Year 2028. The same cap mechanism described in subsection (a) above shall apply for Plan Year 2028, with the Employer’s contribution capped at a ten percent (10%) increase over the Employer’s Plan Year 2027 contribution amount. Any premium amount in excess of the Employer’s capped contribution shall be the responsibility of the employee and shall be deducted on a pre-tax basis to the extent permitted by law.

(c) Notice. In the event that a premium increase triggers the cap described in this Section, and the increase is fifteen (15) percent or less, the Employer shall provide written notice to affected employees and the Union no later than thirty (30) calendar days prior to the effective date of the premium change. If the premium increase is more than fifteen (15) percent, upon request by the Union, the parties shall bargain over the effects.

19.6: Buy-Up Option.
Employees shall have the option to enroll in a higher-tier Kaiser Permanente plan than the Kaiser Permanente $30/$1,500 Plan provided by the Employer under this Article. The difference in premium cost between the Kaiser Permanente $30/$1,500 Plan and the higher-tier plan selected by the employee shall be the sole responsibility of the employee and shall be deducted from the employee's paycheck on a pre-tax basis to the extent permitted by law.

19.7: Plan Changes.
The Employer reserves the right to change insurance carriers or plan designs during the term of this Agreement, provided that the replacement plan offers substantially equivalent benefits and the Employer's premium contribution obligations under this Article are maintained. The Employer shall provide the Union with no less than sixty (60) days written notice prior to any carrier or plan change and shall bargain with the Union over the impacts of any such change upon request.

ARTICLE 20: HOLIDAYS.

20.1: Recognized Holidays.
The Employer observes and allows time off with pay for the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

20.2: Eligibility for Holiday Pay.
Holiday pay is available to bargaining unit employees who are regularly scheduled to work at least thirty (30) hours per week.

Holiday pay is not counted as hours worked for purposes of calculating overtime.

20.3: Amount of Holiday Pay.
Eligible employees shall receive holiday pay as follows:

- Full-time employees shall receive eight (8) hours of holiday pay.
- Part-time employees shall receive four (4) hours of holiday pay.

Holiday pay is provided in lieu of working on a recognized holiday and is paid at the employee's regular rate of pay.

20.4: Work on a Holiday.
Non-exempt employees who are required to work on a recognized holiday shall be paid at one and one-half (1.5) times their regular rate of pay for all hours worked on the holiday.

Employees who work on a recognized holiday shall not receive holiday pay in addition to premium pay for hours worked.

ARTICLE 21: VACATION.

21.1: Eligibility and Accrual.
Employer recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities.

Bargaining unit employees who are regularly scheduled to work at least thirty (30) hours per week shall accrue paid vacation leave beginning on their date of hire.

Employees may not use accrued vacation leave until they have completed sixty (60) days of employment, unless otherwise approved by the Employer.

21.2: Accrual Rates.
Vacation shall accrue based on length of service as follows:

Full-Time Bargaining Unit Employees (who work 30 hours or more per week)

Length of Service	Accrual Rate per Pay Period	Accrual Rate per month	Accrual per year	Maximum Accrual
0 to 3 years	3.33 hours	6.66 hours	10 days	20 days
4 to 9 years	5.00 hours	10.00 hours	15 days	30 days
10 + years	6.67 hours	13.33 hours	20 days	40 days

Part-Time Bargaining Unit Employees (who work 30 hours or more per week)

Length of Service	Accrual Rate per Pay Period	Accrual Rate per month	Accrual per year	Maximum Accrual
0 to 3 years	1.67 hours	3.33 hours	5 days	10 days
4 to 9 years	2.50 hours	5.00 hours	7.5 days	14 days
10 + years	3.33 hours	6.66 hours	10 days	20 days

21.3: Use of Vacation.
Employees may not take paid vacation until such time as the vacation has been earned and accrued. Employees may not take vacation in advance of accrual or maintain a negative vacation balance.

Employees who wish to take time off without sufficient accrued vacation may request unpaid time off, which may be granted or denied at the Employer's discretion.

21.4: Scheduling and Approval.
Employees are expected to submit vacation requests to their supervisor or manager at least two (2) weeks in advance of the requested time off. For vacation requests exceeding five (5) consecutive working days, employees are expected to submit such requests at least four (4) weeks in advance.

All vacation requests are subject to the Employer's operational needs and must be approved in advance. The Employer retains discretion to approve, deny, or modify vacation requests based on staffing, scheduling, and business needs.

21.5: Accrual Cap.
Vacation accrual shall be subject to the maximum accrual limits set forth above. Once an employee reaches the applicable accrual cap, further vacation accrual shall cease until the employee uses accrued vacation and reduces their balance below the cap.

ARTICLE 22: PAID SICK LEAVE.

22.1: General Provision.
The Employer shall provide paid sick leave to bargaining unit employees in accordance with this Article. Paid sick leave shall be administered consistent with applicable California law.

22.2: Accrual / Grant of Sick Leave.
At the beginning of each year of employment, employees shall receive an annual grant of paid sick leave as follows:

- Full-time employees: 72 hours
- Part-time employees working 30 hours or more per week: 65 hours
- Part-time employees working fewer than 30 hours per week: 48.33 hours

22.3: Eligibility to Use Sick Leave.
Employees may begin using accrued paid sick leave after completing ninety (90) calendar days of employment.

22.4: Permitted Uses of Sick Leave.
Paid sick leave may be used for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of the employee;
- Preventive care for the employee;
- Diagnosis, care, or treatment of a family member;

- Absences related to domestic violence, sexual assault, or stalking, including seeking medical attention, legal assistance, counseling, relocation, or safety planning.

Sick leave may also be used for scheduled medical appointments.

22.5: Definition of Family Member.
For purposes of this Article, "family member" includes a child, parent, parent-in-law, legal guardian or ward, sibling, grandparent, grandchild, spouse, registered domestic partner, or a designated person as permitted by applicable law.

22.6: Carryover and Cap.
Unused sick leave shall carry over from year to year, subject to a maximum accrual cap of one hundred twenty-eight (128) hours.

22.7: Use of Sick Leave.
Sick leave must be taken in minimum increments of one (1) hour, and thereafter may be used in increments of fifteen (15) minutes.

Sick leave is not intended to be used as a substitute for vacation leave.

Once an employee's sick leave balance is exhausted, the employee may use accrued vacation leave in accordance with Employer policies.

22.8: No Cash-Out.
Accrued but unused sick leave shall not be paid out upon separation of employment, except as required by law.

ARTICLE 23: BEREAVEMENT LEAVE.

23.1: Eligibility and Entitlement.
Employees who have been employed for at least thirty (30) calendar days shall be entitled to take up to five (5) days of unpaid bereavement leave upon the death of a member of their immediate family.

"Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Immediate family also includes the employee's pet.

Bereavement leave shall be unpaid, except as provided below, and may be supplemented with accrued vacation or other paid time off, subject to Employer approval and applicable policies.

23.2: Paid Bereavement Leave.
Full-time and part-time employees who work thirty (30) hours or more per week shall be eligible for paid bereavement leave as follows:

- Up to two (2) days of paid bereavement leave (16 hours total) for bereavement occurring within California;
- Up to three (3) days of paid bereavement leave where travel outside of California is required.

Payment for bereavement leave shall be calculated at the employee's regular hourly rate, up to a maximum of eight (8) hours per day.

Any paid bereavement leave provided under this section shall count toward the total five (5) days of bereavement leave available under this Article.

23.3: Use and Timing of Leave.
Bereavement leave need not be taken consecutively but must be completed within three (3) months of the date of death.

23.4: Notice and Documentation.
Employees must notify their supervisor as soon as practicable of the need to take bereavement leave.

The Employer may require reasonable documentation to verify the need for bereavement leave, to the extent permitted by law.

ARTICLE 24: RETIREMENT SAVINGS PLAN.

24.1: Eligibility.
All employees in the bargaining unit shall be eligible to participate in the Employer's 401(k) retirement savings plan in accordance with the terms and conditions of the plan document and applicable law. Eligibility shall be determined in accordance with the plan document as amended from time to time.

24.2: Employee Contributions.
Eligible employees may elect to make voluntary contributions to the 401(k) plan through payroll deduction. Employees may make contributions on a pre-tax basis, as traditional 401(k) contributions, or on an after-tax basis, as Roth contributions, to the extent permitted by the plan document and applicable law. Employee contribution elections and changes shall be made in accordance with the procedures established by the Employer and the plan administrator.

24.3: Employer Matching Contribution.
The Employer shall make a matching contribution of up to four percent (4%) of an eligible employee's compensation, consistent with the terms of the plan document. The matching contribution shall be made in accordance with the plan document and applicable law.

24.4: Governing Documents.
The rights and obligations of employees under the 401(k) plan shall be governed by the plan document, summary plan description, and applicable federal law, including the Employee Retirement Income Security Act (ERISA). In the event of any conflict between this Agreement

and the plan document, the plan document shall control with respect to the administration and operation of the plan.

ARTICLE 25: LAYOFFS.

25.1: Management Rights and Business Determinations.
The Employer retains the sole and exclusive right to determine whether layoffs are necessary, including but not limited to decisions based on lack of work, lack of funding, reorganization, operational needs, changes in programs or services, or other business reasons, as determined in the Employer's discretion.

25.2: Layoff Process.
In the event the Employer determines that a layoff is necessary, the Employer shall determine the number of employees to be laid off, the classifications affected, and the timing of such layoffs.

Layoff decisions shall be based on the Employer's assessment of operational needs, employee qualifications, skills, performance, and other job-related factors. Seniority shall be considered only to the extent expressly provided in this Agreement.

25.3: Application of Seniority.
Unless otherwise expressly stated in this Agreement, seniority shall be used solely for the purpose of determining the order of layoff and recall among qualified bargaining unit employees. Seniority shall not apply to any other employment decisions, including but not limited to overtime distribution, time-off requests, job assignments, promotions, transfers, or discipline.

Layoff. In the event of a layoff, seniority shall be applied only among employees within the affected job classification or department. Employees shall not have the right to displace ("bump") employees in other classifications or departments based on seniority.

Recall. In the event of recall, employees shall be recalled in order of seniority within the classification or department from which they were laid off, and only to positions that are the same as, or substantially similar to, the position they previously held, provided they are qualified to perform the available work. Employees shall have no right to recall to positions they did not previously hold, even if they are qualified to perform such work.

25.4 Effects Bargaining.
The Employer shall provide notice to the Union and, upon request, bargain over the effects of any layoff decision as required by applicable law.

ARTICLE 26: CONTRACT DURATION.

26.1: Term of Agreement.
This Agreement shall become effective upon ratification and shall remain in full force and effect for a period of three (3) years, through June 30, 2029, unless extended by mutual written agreement of the parties.

26.2: Negotiations for Renewal.
Either party desiring to modify or renew this Agreement shall provide written notice to the other party no later than April 1, 2029. Upon timely notice, the parties shall meet and confer in good faith regarding a renewal agreement consistent with applicable law. If no written notice is provided by April 1, 2029, this Agreement shall continue in full force and effect until either party provides written notice of its intent to modify or terminate, subject to applicable law.

<u>Signatures</u>:

BERKELEY EAST BAY HUMANE SOCIETY

DocuSigned by:
By: Jeffrey Zerwekh — Dated: 7/21/2026
B384D697A8F742A...
Jeffrey Zerwekh, Executive Director
Berkeley East Bay Humane Society

COMMUNICATION WORKERS OF AMERICA LOCAL 9415

DocuSigned by:
By: Decovan Rhem — Dated: 7/17/2026
1E90568F9D91476...
Decovan Rhem, President
CWA Local 9415

DocuSigned by:
By: Jason Montgomery — Dated: 7/17/2026
2AFE57A0E4E3436...
Jason Montgomery, Secretary Treasurer
CWA Local 9415

DocuSigned by:
By: Nina Rivas — Dated: 7/20/2026
A79375196DEC483...
Nina Rivas
Bargaining Committee Member

Appendix A

BERKELEY EAST BAY HUMANE SOCIETY
AND
COMMUNICATION WORKERS OF AMERICA, LOCAL 9415

FORMAL STEP ONE GRIEVANCE

Instructions

This form must be used for all formal grievances submitted under Article 9 of the Collective Bargaining Agreement. All required fields must be completed. Incomplete submissions may be deemed non-compliant with Article 9.4. Completed forms must be submitted to the Employer's Human Resources Office via email.

Timeliness Requirement

- Grievances challenging discipline or discharge must be submitted within fourteen (14) calendar days of the employee's receipt of the disciplinary action.
- All other grievances must be submitted within thirty (30) calendar days of the event giving rise to the grievance.
- Failure to comply with these time limits may result in waiver of the grievance.

SECTION 1: GRIEVANT INFORMATION

- Grievance No.:
- Name of Grievant: ____________________________________
- Job Title: ____

SECTION 2: UNION REPRESENTATIVE (if applicable)

- Name of Union Representative: ___________________________
- Contact Information: __________________________________

SECTION 3: GRIEVANCE DETAILS

- Date(s) of Occurrence Giving Rise to Grievance: _______________

SECTION 4: CONTRACT PROVISION(S) AT ISSUE

Identify the specific article(s) and section(s) of the Collective Bargaining Agreement alleged to have been violated:

____
____
____

SECTION 5: DESCRIPTION OF GRIEVANCE
Provide a brief description of the facts and nature of the grievance:

____
____
____

SECTION 6: REMEDY SOUGHT
State the specific remedy requested:

____
____
____

SECTION 7: DOCUMENT REQUESTS
If the Grievant is requesting copies of documents relevant to the grievance, please identify those documents below.

____

____

FOR EMPLOYER USE ONLY
Date Received: ____________________________