

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**PROJECT OPEN HAND**

**And**

**SERVICE EMPLOYEES**

**INTERNATIONAL UNION**

**LOCAL 1021**

**July 1, 2025 - June 30, 2028**

# Contents

Article 1: Union Membership .....	5
1.1. Definition .....	5
1.2. Recognition .....	5
1.3. Dues .....	5
1.4. Hold Harmless .....	6
1.5. Notification.....	6
1.6. COPE Check-off.....	6
Article 2: Union Business .....	6
2.1. Visitation.....	6
2.2.1 Grievances.....	7
2.2.2 Investigations That May Lead to Discipline .....	7
2.2.3 Steward Compensation.....	7
2.3. Steward Training .....	7
2.4. New Hire Orientation & Onboarding.....	7
2.5. Bulletin Boards .....	8
Article 3: Harassment and Discrimination.....	8
3.1. Harassment.....	8
3.2 Violence in the Workplace.....	9
Article 4: Probationary Period, Discipline and Discharge .....	9
4.1. Just Cause.....	9
4.2. Introductory Probationary Period for New Employees .....	9
4.3. Probationary Period for Promotion or Voluntary Transfer .....	9
4.4. Progressive Discipline.....	9
4.5. Notification.....	10
4.6. Right to Attach Rebuttal.....	11
Article 5: Grievance Procedure .....	11
5.1 Step I.....	11
5.2 Step II.....	12
5.3 Step III .....	12
5.4 Step IV .....	12
5.5 Additional Provisions.....	12
Article 6: Personnel Files.....	13
6.1. Signature .....	13
6.2. Comments .....	13
6.3. Removal of Material .....	13
6.4. Complimentary Material .....	13

6.5. Anonymous Material ..... 14

6.6. Secret Material..... 14

Article 7: Job Postings, Promotions and Transfers ..... 14

7.1. Open Positions..... 14

7.2. Internal Applicants..... 14

7.3. Promotions and Position Changes ..... 14

7.4. Approval for Transfer ..... 14

7.5. Hostile Work Environment Transfer..... 15

7.6. Changes in Job Description ..... 15

7.7 Filling Vacancies ..... 15

Article 8: Seniority, Layoffs, Furlough and Bumping Rights ..... 15

8.1. Seniority ..... 15

8.2. Union Notification of Layoff..... 16

8.3. Employee Notification Requirement ..... 16

8.4. Severance ..... 16

8.5. Seniority Bumping Rights and Layoff Process ..... 16

8.6. Medical Coverage for Laid Off Workers ..... 17

8.7. Recall Rights ..... 17

8.8. Recall Notification..... 18

8.9. Seniority During Absence, Layoff or Furlough..... 18

Article 9: Hours of Work ..... 18

9.1. Breaks ..... 18

9.2. Overtime..... 19

9.3. Minimum Call and Reporting Pay ..... 19

9.4. On-Call Status ..... 19

9.5. Volunteering of Services..... 19

Article 10: Leaves of Absence ..... 19

10.1. Jury and Witness Duty Leave ..... 20

Article 11: Domestic Violence or Sexual Assault Leave..... 20

Article 12: Sick Leave ..... 21

12.1. Use of Paid Sick Leave ..... 21

12.2. Accrual of Sick Leave ..... 22

12.3. Sick Leave Cap ..... 22

12.4. Sick Leave Notification..... 22

12.5. Pay Schedule for Sick Leave ..... 22

Article 13: Leave Share Bank ..... 22

Article 14: Holidays ..... 24

14.1. Recognized Holidays ..... 24

14.2. Floating Holiday ..... 24

14.3. Holiday Pay Eligibility..... 24

Article 15: Vacations ..... 25

    15.1. Accrual of Vacation ..... 25

    15.2. Scheduling Vacation ..... 25

    15.3. Carryover..... 25

Article 16: Wages..... 26

Article 17: Bilingual Pay and Longevity Pay ..... 26

Article 18: Out-of-Class/Acting Assignment Pay ..... 26

Article 19: Management Rights ..... 27

Article 20: Right to Privacy in the Workplace..... 28

Article 21: Dignity and Respect ..... 28

Article 22: Mileage and Travel Reimbursement ..... 28

Article 23: Health and Safety ..... 29

    23.1 Equipment ..... 29

    23.2 Health and Safety Training..... 29

    23.3 Whistleblower Protection ..... 29

    23.4 Pest Control ..... 29

    23.5 Drug Free Workplace..... 29

        23.5.1 Prohibited Conduct..... 30

        23.5.2 Drug Screen ..... 30

        23.5.3 Corrective Action..... 30

Article 24: Americans with Disabilities Act ..... 31

Article 25: Medical Benefits (Health/Vision/Dental)..... 31

Article 26: Vehicular Operational Safety Guidelines ..... 32

Article 27: Cell Phone Use ..... 32

Article 28: Annual Employee Evaluation ..... 32

Article 29: Labor Management Committee ..... 32

Article 30: Use of Employer’s Facilities ..... 33

Article 31: Union Communications..... 33

Article 32: Work Schedule Changes ..... 33

Article 33: Reorganization..... 33

Article 34: No Strike, No Lockout ..... 34

Article 35: Severability..... 34

Article 36: Entire Agreement..... 34

Article 37: Required Notice..... 34

Article 38: Terms of Agreement ..... 35

APPENDIX A: Wage Table ..... 36

    Wage Rates & Increases By Grade (not including differentials) ..... 36

    Wage Rates & Increases By Department (not including differentials)..... 38

## **Article 1: Union Membership**

The Employer recognizes the Union as the sole collective bargaining agent for all Employees as defined in National Labor Relation Board (NLRB) recognition Case No. 20-RC-163890, or as may be further clarified by NLRB recognition or Unit Clarification Petition.

### **1.1. Definition**

All Employees of Project Open Hand (the Employer) who are subject to this Agreement, and who are employed by the Employer on the effective date of this Agreement shall be required as a condition of employment to become members in the Union in good standing within thirty-one (31) days of the effective date of this Agreement and to remain members in good standing during the course of their employment.

### **1.2. Recognition**

The Employer recognizes the Union as the exclusive collective bargaining representative for the Employees in the classifications referenced in Appendix A of this Collective Bargaining Agreement (CBA). Any newly created classifications not included in Appendix A, that are non-managerial and similar in nature to those in the Bargaining Unit, shall be added to the Bargaining Unit. If there is a dispute as to whether a position should be added to the Bargaining Unit, the parties shall meet in person to discuss the dispute within ten (10) business days of the request of one of the parties. The parties will attempt to resolve the matter at the meeting before filing a petition with the NLRB.

### **1.3. Dues**

#### **Dues and Fees**

All Employees of the Employer who are subject to this Agreement and who are hired after the effective date of this Agreement shall, not later than the thirty-first (31st) day following commencement of employment, become members of the Union in good standing and shall remain members in good standing during the course of their employment. Members in good standing shall be defined as employed members of the Union who tender periodic dues uniformly required by the Union as a condition of acquiring or retaining membership.

#### **Dues Deduction**

The periodic dues and fees will be deducted bi-weekly (twice per month) at the current rate of one point seventy four percent (1.74%) (or an amount specified in writing by the Union) from the Employee's paycheck upon submission to the Employer of a proper written authorization by the Employee and submitted to the Union no later than the fifteenth (15th) of the following month.

#### **Dues Delinquency**

The Employer, upon written request by certified mail of the Union, shall discharge any Employee within seven (7) calendar days after receipt of such notice who fails to tender the periodic dues required by the Union as a condition of acquiring or retaining membership in the Union.

#### **1.4. Hold Harmless**

The Union shall indemnify and save the Employer harmless from any and all claims, suits or other actions arising from this Section or complying with any request for termination of employment under this Section.

#### **1.5. Notification**

No later than the thirtieth (30th) of each month, the Employer shall supply the Union Membership Department at [data@seiu1021.org](mailto:data@seiu1021.org) and Union Field Representative with the name, classification, mailing address, work location and date of hire of any newly hired Employee and the names of any Employees terminated or laid off during the previous month for bargaining unit positions. On a quarterly basis, the Employer shall supply the Union Membership Department and Union Field Representative with the name, classification, hourly wage rate, work status (i.e., full time, part time, on-call, etc.), work email, work number (if applicable), home mailing address, work location, and date of hire for all bargaining unit positions.

#### **1.6. COPE Check-off**

The Employer agrees to deduct and transmit to the Treasurer of Local 1021 Political Action Committee the amount specified from the wages of those Employees who voluntarily authorize such contributions on the forms provided for that purpose by the Local 1021 Political Action Committee. These transmittals shall occur monthly, and be due by the fifteenth (15th) of the month for the previous month and shall be accompanied by a list of the names of those Employees for whom such deductions have been made and the amount deducted for each such Employee. Employees hired subsequent to the signing of this Agreement may authorize such deductions within thirty (30) days of the date of hire. Current Employees may authorize such deductions within thirty (30) days of the signing of this Agreement. Any Employee who authorizes such deduction and subsequently wishes to change the amount of the deduction or revoke the authorization may do so during the period of June 1 through June 30th in each year.

## **Article 2: Union Business**

### **2.1. Visitation**

After providing notice to the Employer, a duly authorized representative of the Union shall be permitted to talk with bargaining unit Employees for the purpose of seeing that the terms of the Agreement are being observed. Visitation shall be conducted in a manner that minimizes disturbance to the Employer's operations and to its clients. Upon request, Management will provide the Union with an up-to-date list of all program managers/supervisors. The Union shall notify the Employer in writing of the assigned Union Field Representative.

### **2.2. Stewards**

For the purpose of representation, the Union shall be entitled to four (4) Stewards at the Polk Street facility, one (1) Steward at the San Pablo Street facility with an additional two (2) Stewards to serve from the Senior Lunch Program. The Union will notify the Employer in writing when Stewards are designated.

### **2.2.1 Grievances.**

A Steward may assist an Employee in the presentation of a grievance. The Parties recognize that it is the responsibility for the Steward to assist in the resolution of grievances at the lowest possible level. The parties recognize that the Steward's role in contract administration, as provided under the law and labor relations practice, shall not be abridged. The Steward shall advise Employees of their rights, responsibilities and options but shall not assume the role of supervisor.

### **2.2.2 Investigations That May Lead to Discipline**

Should the Employer wish to meet a bargaining unit Employee for the purpose of conducting an investigation that might lead to discipline of that Employee, it will honor their right to have a Shop Steward or Union Representative at the meeting upon request of the Employee.

### **2.2.3 Steward Compensation.**

The Steward shall be allowed to process and investigate grievances, and attend disciplinary meetings, participate in Labor Management meetings, meet and confers, or any other union-related meetings with management on work time. Stewards must document any Steward time within their work schedule using the "STEWARD" code on their timecard. Both Employee and Shop Steward shall be given time off with pay to attend meetings with the Employer to take part in an investigatory meeting that may lead to discipline.

All schedule changes are subject to manager approval. If a Steward elects to schedule Steward duties outside of the regular work schedule, the Steward shall not place this time on the timecard without manager approval. Stewards shall not incur overtime in the performance of Steward duties without manager approval.

## **2.3. Steward Training**

All designated Shop Stewards shall be allowed eight (8) hours paid release time quarterly to attend Union Shop Steward training and Union contract seminars conducted by SEIU. The eight (8) hours paid release time may be taken in part or in full, however, should a Shop Steward attend a whole day training for eight (8) hours, the Employer will only pay that Steward what they were scheduled to work on the date of the training. The Parties understand and agree that Steward Training time does not count as an hour worked for purposes of computing overtime. The Employer must be notified at least ten (10) business days in advance of any release time. Shop Stewards must get prior approval to be released for training, which shall not be unreasonably withheld.

## **2.4. New Hire Orientation & Onboarding**

At the time of providing the email notice of employment offer to a new hire within the bargaining unit, HR shall inform the new employee that the position is union and copy the designated Field Representative in the same email. Shop Stewards and the Union Field Representative shall receive timely notice of and shall be permitted to make appearances immediately after the onboarding meeting with a new hire for 30 minutes. The parties may also schedule a monthly New Hire Orientation session, at a mutually agreed upon time. The Union may distribute Union materials, make a presentation about the Union, and discuss Employee rights and obligations under the CBA. If an Employee is unable to or does not attend the

scheduled session, it is the Union Field Representative's and/or Shop Steward's responsibility to schedule a makeup session. The Employer shall allow the Shop Stewards and/or Union Field Representative up to thirty (30) minutes to do the presentation. During such time, the Employer personnel present and other non-represented Employee(s) shall leave the orientation room. The Union Field Representative shall notify Human Resources at least ten (10) business days in advance as to which Union representative will be conducting the Union orientation at a particular new hire session.

## **2.5. Bulletin Boards**

The Employer shall furnish space on an existing bulletin board at each work location it owns and/or leases for official Union business as it pertains, to the Employees of the Employer. The Union assumes all responsibility for the material contained in its notices. Such notices shall be signed by a Union Representative, Union Official or designated Shop Steward.

## **Article 3: Harassment and Discrimination**

The Union, the Employees and the Employer agree that conduct which constitutes unlawful harassment or discrimination on the basis of race, ethnicity, AIDS/HIV status, religious creed, color, national origin, ancestry, physical or mental disability, genetic information, military or veteran status, marital status, sex, gender identification or expression, political belief, family status, sexual orientation, age, pregnancy, citizenship or immigration status, status as a victim of domestic violence, and any other legally protected classes or because of membership in the Union or activities on behalf of the Union will not be tolerated. Those violating this policy will be subject to disciplinary action up to and including termination. It is understood that the Employer is an equal opportunity Employer, consistent with all applicable laws.

### **3.1. Harassment**

Employees have the right, as protected by law, to work in an environment free from harassment and discrimination with regard to the protected classes described above. In general harassment may take many forms, but the most common forms include verbally inappropriate or offensive remarks, threats, abuse or intimidation that convey derogatory or ridiculing attitudes; unwelcome physical contact, touching, staring

following, or intimidating or hostile physical acts; and visual references such as offensive or obscene photographs, pictures, posters, drawings, calendars, notes, invitations, displays that shows hostility towards or denigrates or shows aversion towards an individual or group based upon a protected characteristic.

Sexual harassment is defined as unwelcome sexual advances, requests for favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly, a term or condition of employment, or is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise intimidating or offensive work environment.

The Employer shall provide anti-harassment and discrimination training upon initial hire, and every two years thereafter.

### **3.2 Violence in the Workplace**

Violence, bullying and/or intimidation shall not be tolerated. The Employer shall immediately take appropriate action to ensure the safety of the reporting Employee. Additionally, the Employer shall investigate all reported acts of these behaviors.

## **Article 4: Probationary Period, Discipline and Discharge**

### **4.1. Just Cause**

The Employer shall not discipline or terminate an Employee who has successfully completed the Introductory Probationary period of ninety (90) calendar days without just cause. The Introductory Probationary period shall be extended by the same amount of time an Employee is absent from work and/or on a leave of absence.

### **4.2. Introductory Probationary Period for New Employees**

Termination of an Employee during the Introductory Probationary period shall not constitute discharge or lay-off under this CBA and shall not be subject to the grievance and arbitration procedure in this contract. In addition to the extension set forth in 4.1, the Employer may, with cause, elect to extend the Introductory Probationary period beyond the ninety (90) calendar days but not to exceed an additional thirty (30) calendar days. The Employer will inform the Union Field Representative and Employee in the event of a required extension. Both the Union Field Representative and the Employee, shall receive in writing, prior to the beginning of the extension, the areas in which the Employee needs to improve in order to pass the Introductory Probationary period.

### **4.3. Probationary Period for Promotion or Voluntary Transfer**

An employee who is promoted or who voluntarily transfers to a position which has duties and responsibilities different from their existing position shall serve a new probationary period of thirty (30) days worked, which can be extended by the Employer for an additional thirty (30) days worked. The Employee and Union Field Representative shall be notified of any extensions to the probationary period. An Employee released during the probationary period following promotion or voluntary transfer shall be reinstated to their former position at the former salary, unless the reason for release is just cause for dismissal from employment with the Employer. An employee who is released during a probationary period following promotion or voluntary transfer shall retain appeal rights to dismissal from employment with the Employer but not the right to appeal his or her release from the position to which promoted or transferred.

### **4.4. Progressive Discipline**

Unless the Employer determines that the Employee's performance and/or conduct warrants skipping one or more step(s), the Employer will use a system of progressive discipline.

Progressive steps are:

- I. Verbal Warning (written documentation of warning shall be provided)
- II. Written Warning, addressing the specific nature of the problem and the specific steps which must occur for remediation

- III. Final Written Warning and/or Suspension without compensation (including sick pay/vacation hours) for no more than ten (10) calendar days, with written documentation addressing the specific nature of the problem and the specific steps which must occur for remediation
- IV. Termination of Employment

Nothing shall prevent the Employer from repeating one or more steps in this system.

Employees may be subject to immediate discharge for engaging in any egregious, reckless and/or willful misconduct, regardless of whether the employee has received prior discipline or corrective action.

In addition to the disciplinary steps above, the following may take place, which shall not be disciplinary in nature:

- (A) during an investigation, the Employer may place an Employee on Paid Administrative Leave (to protect the clients and/or volunteers, the Employee and the Employer when serious allegations are made). Paid Administrative Leave is not a punitive step.
- (B) the Employer may provide an Employee with a Memo of Expectation or an informal coaching, which is intended to put the Employee on notice of the Employer's expectations. Such coaching is not a punitive step.

#### **4.5. Notification**

- I. The Employer shall provide to the Employee notice of a potential disciplinary action within ten (10) business days of the event giving rise to the investigation. If the Employee is unavailable at their worksite, notice by certified mail to their last known home address on file shall constitute sufficient notice under this section. Notification shall outline the reason for the investigation and/or disciplinary action and its possible outcome(s) and the Employee's right to representation.
- II. Once a written notice is received, it is the Employee's responsibility to seek Union representation. If an Employee elects, the Employee may self-represent by completing the Decline Shop Steward Form (*Union to provide*). The Employer is required to schedule a meeting with the Employee and Employee's designated Representative within five (5) business days of notification of investigation or disciplinary action.
- III. If the Union member, Union Representative if applicable, or the Employer is not available during this period, the timeline may be reasonably extended.
- IV. A meeting will be held between representatives of the Employer, the Employee, and the Employee's designated representative(s) (a Shop Steward, and/or Union Field Representative) to discuss the disciplinary action, including but not limited to the allegation(s), if the allegation(s) constitute just cause for the discipline,

alternatives to the disciplinary action, and how the Employee can improve their performance to correct the cause of the disciplinary action.

- V. The notification requirements of this article will extend to verbal warning. Written documentation, specifying the date and content of the verbal warning and the performance change required to remedy the cause of the verbal warning, shall be provided both to the Employee and a copy for their personnel file. Documentation of the verbal warning shall not be considered as part of the progressive discipline process of this Article if no subsequent disciplinary action on the same issue takes place within twelve (12) months from the delivery of the verbal warning.

#### **4.6. Right to Attach Rebuttal**

Disciplinary actions will expire two (2) years from the effective date of the discipline with the exception being discipline for gross violations of policies pertaining to safety and health matters, drug and alcohol matters, or any egregious, reckless, or willful misconduct.

Employees have the right to attach a rebuttal to any disciplinary notice introduced into their personnel file.

Employees may request to have materials removed or otherwise deleted in accordance with Article 6.3.

### **Article 5: Grievance Procedure**

If a dispute regarding the interpretation or enforcement of this Agreement arises, the following procedure will be followed. The Employee or the Union may take up a grievance orally with the immediate supervisor in an attempt to settle the matter on an informal basis; however, if no settlement is reached, grievances must be submitted in writing to [HR@openhand.org](mailto:HR@openhand.org) within fifteen (15) business days of the alleged violation or the date the Employee was made aware of the violation or which the Employee reasonably should have known of the violation; otherwise the right to grieve is lost.

In the case of Termination, the Grievance Procedures shall begin with Step II.

#### **5.1 Step I**

Grievances must be submitted in writing to [hr@openhand.org](mailto:hr@openhand.org). The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Section(s) of the Agreement in which the grievance is based, and the proposed remedy to the grievance.

Upon request by the Union or the Employer, the parties shall meet at Step I to resolve the dispute. The Employer shall respond to the grievant and the Union with its decision no more than ten (10) business days after the grievance is presented or the conclusion of the Step I meeting, whichever occurs later.

## **5.2 Step II**

If the grievance is not satisfactorily settled at Step I, the Employee or the Union may submit a written grievance at Step II to Human Resources via email. The written grievance must be submitted within ten (10) business days of the conclusion of Step I. The Employer shall meet with the Union within ten (10) business days of the submission of the Step II grievance. Affected employee(s) are encouraged to attend. A written response will be provided within ten (10) business days of said meeting, unless extended by mutual agreement. If the matter is not resolved, the aggrieved party may proceed to Step III. Such action must be taken within ten (10) business days of receipt of the Employer's written response.

## **5.3 Step III**

If the grievance is not satisfactorily settled at Step II, the Employee or Union may submit a written grievance to the Chief Executive Officer (CEO) or their designee. The CEO or their designee will schedule and attend a meeting between the Parties in an attempt to resolve the grievance. The CEO or their designee will issue a written response within ten (10) business days of the meeting. If the grievance remains unresolved, the Union may proceed to Step IV.

## **5.4 Step IV**

If the grievance remains unresolved, it may be referred by the Union to binding arbitration with notice to the Employer. Such a request must be made within ten (10) business days after receipt of response to Step III. Upon receipt of the written request for arbitration, the Employer and the Union shall meet to select a mutually agreeable impartial arbitrator. In the event that the Parties are unable to mutually agree upon an impartial arbitrator within ten (10) business days of the written request, then either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service to submit a list of five (5) representative arbitrators. The Parties will alternately strike a name from the panel furnished until one (1) name remains. The Parties shall flip a coin to determine which party shall begin the process. Both parties will share equally in the cost of arbitration. Unless mutually agreed, the Party requesting a court reporter shall pay any cost associated with their attendance; however, each Party will bear its own cost of representation. The arbitrator will have no authority to add to, subtract from or modify any terms of this Agreement. The decision of the arbitrator will be final and binding upon both parties.

## **5.5 Additional Provisions**

1. If a grievance is not presented by the grievant within the time limits set forth above, it shall be considered "waived" and may not be pursued further.
2. The parties by mutual agreement in writing, may:
  - a. Extend any of the time limits set forth in this Article; or
  - b. Skip steps in a specific instance.
  - c. For clarification, Step I may only be skipped by mutual agreement of the parties, except in the case of a Termination, which shall begin at Step II.
3. In the absence of a mutual agreement to extend any timeline, the failure of the Employer to respond within the time limits prescribed herein will automatically advance the grievance to the next step. If a dispute arises concerning the timeliness of a grievance,

the parties will first arbitrate the timeliness issue separate from the merits of the case and only proceed to the merits of the grievance if the arbitrator finds that the grievance was timely filed.

4. Business Day is defined as Monday through Friday not including weekends and observed holidays. If a deadline falls on a weekend or holiday, the following business day will be the deadline. To comply with deadlines that fall under this Article, responses must be received by 5:00 pm.

The grievance and arbitration provided for herein shall constitute the sole and exclusive method for determining settlements between the parties of any and all grievances herein defined.

## **Article 6: Personnel Files**

Employees have the right to review their personnel files and the Employer shall make the Employee's personnel files available for inspection. If requested by the Employee or their authorized representative, the Employer must make a copy of the personnel file at the place where the Employee reports to work, or at another location agreeable to the Employer and the requester. If the Employee is required to inspect or receive a copy at a location other than the place where he or she reports to work, no loss of compensation to the Employee is permitted. Personnel files must be made available for inspection within seven (7) calendar days of the request unless it is not practicable to do so.

### **6.1. Signature**

Signature endorsement by the Employee shall be mandatory for all evaluations and disciplinary actions. The signature only means that the Employee has received a copy of these documents and does not necessarily mean Agreement with the contents. If the Employee refuses to sign an evaluation and/or disciplinary action, then the Employer shall simply write "Employee refused to sign" on that document and immediately provide a copy to the Union.

### **6.2. Comments**

The Employee may place in the file written comments in response to performance evaluations and disciplinary actions. Employee comments shall be a permanent part of the document responded to.

### **6.3. Removal of Material**

Material in the personnel file will be removed or otherwise deleted if the Employer and the Employee agree to do so.

### **6.4. Complimentary Material**

Information of a complimentary nature received by the Employer pertaining to the work performance of any Employee shall be placed in the Employee's personnel file. The Employer may place in the file written comments regarding complimentary material and such comments shall be a permanent part of the material.

### **6.5. Anonymous Material**

No anonymous material will be introduced into the file of any Employee. Such material placed in the file prior to the execution of this Agreement shall be removed and shall be given no weight or consideration for any purpose whatsoever.

### **6.6. Secret Material**

Any information gathered through disciplinary investigation must be added to the file. Material not in the file following a disciplinary investigation may not be used against the Employee as a basis for imposing discipline on the Employee.

## **Article 7: Job Postings, Promotions and Transfers**

### **7.1. Open Positions**

All positions which become open within the Employer, either due to the departure of staff or due to the creation of new jobs, shall be made known to staff via all staff email and posted on bulletin boards. Such postings shall be posted at least seven (7) calendar days before information about these openings is distributed publicly.

When the Employer posts a bargaining unit position, the Union may request to recommend a union member to participate in the hiring panel. The Employer shall make reasonable efforts to include at least one bargaining unit employee if the Union makes such a request within 2 business days of the posting. The Employer's hiring process shall not be unreasonably delayed by the unavailability of any bargaining unit employee.

### **7.2. Internal Applicants**

Current Employees who apply for the posted position, by submitting a resume and cover letter, within the posting period and who meet the qualification(s) in a posted job description shall be given priority over outside applicants to fill posted vacancies. If the Employer determines that more than one qualified current Employee applies for the position, then it shall select the Employee it deems to be most qualified for the position.

### **7.3. Promotions and Position Changes**

A promotion is defined as moving into a higher classification and an increase in salary.

The promoted Employee will receive not less than five percent (5%) of their current rate, and maintain their original step increase schedule.

A position change is defined as a significant material change to duties and/or job description not already defined above.

Probationary periods as defined in Article 4. Probationary Period, apply to both promotions and position changes.

### **7.4. Approval for Transfer**

Approval is not required from any manager to apply for transfer. Transfers will be considered on the basis of business need and availability of positions. Managers may not block transfers

without providing a business reason for doing so. Employees cannot transfer within the first thirty (30) days in a position. Employees who have received a disciplinary action in the prior one (1) year are not eligible for transfer.

### **7.5. Hostile Work Environment Transfer**

A transfer that is requested by an Employee due to an alleged hostile work environment in which a person feels threatened or discriminated against based on a protected characteristic by a tenant, volunteer, client, site operator, co-worker or supervisor shall be considered and acted upon by management within three (3) business days. The Employer will immediately inform the Shop Steward and Union Field Representative of all requests for transfer due to an alleged hostile work environment.

### **7.6. Changes in Job Description**

Job Descriptions shall accurately reflect the role, duties, and responsibilities of the position.

The Employer will notify the Union Field Representative in writing thirty (30) days in advance of any changes to bargaining unit job descriptions, which will be subject to the meet and confer process. In cases where changes in job descriptions are mandated by grants or other legal mandates, the Employer shall notify the Union Field Representative in writing and provide written proof of such as soon as feasible.

### **7.7 Filling Vacancies**

While the Employer is actively recruiting to fill a vacancy in any classification, the Employer may temporarily fill the vacancy in the following order for up to three months:

- (a) first with existing part time or on-call employees on a voluntary basis; provided that such employee meets the Employer's qualification requirements;
- (b) if no existing employee is able to fill the vacancy, then with a temporary employee from a staffing agency.

In the event that the Employer is unable to fill the position after three months, the Employer may request for an extension, and approval shall not be unreasonably withheld by the Union.

## **Article 8: Seniority, Layoffs, Furlough and Bumping Rights**

### **8.1. Seniority**

The parties agree to abide by the principle of classification group - seniority for layoffs. Seniority, for the purpose of layoff, is defined as continuous employment with Project Open Hand starting from the first date of hire as regular (full time/part time or on call) Employee.

A furlough is defined as a mandatory unpaid leave of absence or reduction in hours, on a temporary basis, resulting from reduced funding, emergencies, or unforeseen circumstances.

A furlough shall be treated the same as a layoff for the purposes of this Article 8 unless otherwise stated. Furloughed employees shall receive all rights and benefits as outlined in all the provisions where only "layoff" is referenced except those specifically stated otherwise.

A seniority list shall be maintained by the Human Resources Manager. The list shall include the name, address, zip code, classification, and date of hire. The list provided to any Employee will include only the name and date of hire. The Employer shall, upon request, provide the Union with a list of all new hires, terminated Employees, and the Employees on leave of absence.

## **8.2. Union Notification of Layoff**

When the Employer concludes that layoffs are necessary, the Employer will notify the Union as soon as possible, but not less than 60 calendar days prior to the effective date of layoff, except in the case of unforeseen business circumstances (such as the Employer being given less notice during funding negotiations) or in the case of natural disasters. Upon receiving such notice from the Employer, the Union may waive all or part of the employee notification requirements in Section 8.3, unless employee notification is required by law. While the Employer is privileged to make the decision to layoff or furlough, upon request, the Union, the Employer, and the Employee(s) involved shall meet and confer over the effects of the layoff(s). Any Party may propose alternatives to layoffs during this process.

## **8.3. Employee Notification Requirement**

Employees subject to the provisions of this Section shall be given written notice as soon as practicable, but not less than thirty (30) calendar days (unless the Employer is given less notice during funding negotiations) written notice prior to the effective date of layoff. The Union Field Representative shall receive concurrent written notice.

## **8.4. Severance**

In the event of a layoff, the affected Employee will receive one (1) week of severance pay for each year of service, if the Employee is displaced through no fault of their own (i.e. layoff, reduction in force). Severance amounts shall be paid via regular biweekly payroll and not in a lump sum. In the event the Employee returns to work for the Employer pursuant to this Article 8, the Employee shall no longer be eligible to receive this severance benefit. Employees who are furloughed are not automatically entitled to one (1) week of severance pay for each year of service, but the parties will confer on other severance benefits on a case-by-case basis.

## **8.5. Seniority Bumping Rights and Layoff Process**

When a reduction in the workforce is needed due to lack of work and/or lack of funds:

1. Bargaining unit Employees designated for layoff shall be given first option for voluntary layoff. Additionally, Employees not designated for layoff may volunteer to take the place of an Employee identified for layoff.
2. Affected non-probationary Employees will be placed in an open position within their classification in the bargaining unit by seniority. If there are no such open positions, the Employer will place them in any open position in the bargaining unit by seniority. To be eligible, the affected employees must meet the minimum qualifications of the existing job classifications. This step will occur before bumping.

3. If there are not enough open positions, the Employer will designate positions held by temporary and probationary Employees as open for which the affected non-probationary Employees may bid by seniority, as long as they meet the minimum qualifications of the existing job classifications.

If there are still not enough open positions to accommodate the affected Employees, an Employee with greater Employer seniority may bump an Employee with less seniority in the same classification, or in a lower classification in the same classification series. A temporary or on call Employee may not bump or replace a regular permanent Employee, regardless of the Employee's seniority.

4. If bumping rights are identified and there is an alternative to layoff, the Employer will notify the Employee and the Union Field Representative, and the Employee will have ten (10) business days (or a reasonable period of time in the case of unforeseen business circumstances or natural disasters) to decide to exercise the Employee's bumping rights.
5. If the affected Employee meets the minimum qualifications for and transfers into a new position, but requires additional training, the Employer will provide necessary training. The affected Employee who transfers into the new position will serve a sixty (60) day probationary period. Rights, privileges, and protections related to Union representation and seniority will remain in place.

### **8.6. Medical Coverage for Laid Off Workers**

If a layoff occurs, and the Employee is enrolled in one of the Employer's medical plans, the coverage will continue through the end of the calendar month (under existing policy rules) following the effective date of the layoff, unless the Employee works the minimum number of hours (under existing policy rules) and remains benefits eligible. Laid off Employees will have all rights to COBRA coverage.

### **8.7. Recall Rights**

1. For six (6) months after a layoff, the Employer shall recall all laid off Employees in a classification prior to the hiring of any new Employee for that classification, as long as the laid off Employee(s) meet(s) the qualifications of the existing job classifications. Recall shall be accomplished in order of seniority within that classification.
2. An Employee called back to a position in a different department from which the Employee was laid off shall serve a sixty (60) day probation period for which they will be entitled to all rights, privileges and protections related to Union representation and seniority will remain in place. In the event that an Employee is not satisfied with the new position, or in the event that the Employer is not satisfied with the Employee's performance in the new position, the Employee, the Employer, and the Union shall meet to discuss alternatives and/or other options. If none are found, the Employee shall return to layoff status. Upon return to the

layoff list, the Employee shall have recall rights for the remainder of the six (6) month layoff period.

3. An Employee called back to a position in a different department from which they were laid off shall have the right to return to the department of original lay off should a vacancy subsequently occur in that department, within six (6) months of the recall date, provided however, that the Employee meets the minimum requirements of the position.

### **8.8. Recall Notification**

Employees on layoff shall be responsible for informing the Employer of current address and telephone number while on layoff.

The Employer shall inform the Employee of recall by use of certified mail and personal email if on file. The Employee shall have ten (10) business days from the date of post mark to inform the Employer if the position is accepted. If an Employee rejects recall, such rejection shall be made in writing within the same period of ten (10) business days. Failure to respond to a recall notification will constitute a rejection of recall, and will cause the Employee to be stricken from the seniority and layoff lists. An Employee refusing recall to the classification in which the layoff occurred or refusing recall to any site shall be stricken from the layoff and seniority lists, except in the case of an Employee who refuses because they would be entitled to severance payments under Section 8.3.

### **8.9. Seniority During Absence, Layoff or Furlough**

Seniority is continuous during authorized leaves of absence, layoff, or furlough of six (6) months or less. A furloughed employee who works reduced hours without a break in service shall not have their seniority date changed.

Any Employee recalled following layoff/furlough shall retain all credit for service from the date of hire, excluding the period of layoff lasting six (6) months or more, and shall be entitled to accrue benefits under this Agreement, upon recall, on the basis of such seniority.

## **Article 9: Hours of Work**

Regular hours of work shall be established by the Employer. The Employer shall establish a regular work schedule for each Employee.

### **9.1. Breaks**

The Employee shall be entitled to one paid fifteen (15) minute rest break that should be taken for each four (4) hours of work. If the Employee works more than five (5) hours in a workday then the Employee shall be entitled to a paid thirty (30) minute meal break. If the Employee works more than ten (10) hours, the Employee is entitled to a second paid thirty (30) minute meal break. The Employer may schedule or stagger Employee breaks so that they do not interfere with business operations and in accordance with classification seniority.

## **9.2. Overtime**

Each position with Project Open Hand will be classified as non-exempt or exempt and this designation will be made clear to Employees at the time of hiring.

### **Non-Exempt Employees**

All Employees covered by this CBA who are employed in a non-exempt capacity (as defined in the requirements of the Federal Fair Labor Standards Act and the California Labor Code) will be paid overtime at the rate of one and one-half (1.5 X) times the Employee's regular rate of pay for all hours worked in excess of forty (40) hours in one workweek (workweek is defined as Sunday through Saturday) and in excess of eight (8) hours in a single workday. Any hours in excess of times indicated, will be paid in accordance with California's Overtime Law. Overtime at two times (2X) the regular wage is paid for all hours worked in excess of twelve (12) in one workday.

Employees must receive advanced approval from their direct supervisor or the department director prior to working any overtime.

Overtime is not to be considered mandatory and there shall be no negative consequences from the Employer for not accepting additional hours. Part-time Employees shall not be required to work beyond their normal weekly schedule and there shall be no threat of negative consequences from their supervisor for not accepting additional hours.

### **9.3. Minimum Call and Reporting Pay**

All staff called into a worksite, when not scheduled to work or in on-call status, shall be paid for a minimum of four (4) hours or for the shift, whichever is greater.

If the Employee reports to the work site but the Employer cancels or shortens a scheduled shift due to unforeseen emergencies and circumstances, the affected Employee shall be entitled to full compensation for the scheduled shift, except when the Employee initiates the canceled or shortened shift. If an exception applies, the Employee shall receive pay only for the actual hours worked, and may supplement that pay with accrued and unused sick or vacation time as appropriate. **(TA)**

### **9.4. On-Call Status**

Those individuals required to be in on-call status shall be paid \$3.50 for each hour required to be on-call.

### **9.5. Volunteering of Services**

The Employer shall not pressure or require an Employee to volunteer their services to the benefit of the Employer.

## **Article 10: Leaves of Absence**

It is the Employer's policy to consider granting leaves of absence to eligible Employees who must be away from their jobs for reasons of civic duty or due to circumstances beyond their control. Such leaves may be granted with full pay, partial pay or without pay. Generally, the

circumstances under which leaves will be considered are set forth below. The Employer follows all applicable state and federal leave laws. The Human Resources Department shall be contacted to confirm your specific eligibility and pay status for any leave of absence that may become necessary.

### **10.1. Jury and Witness Duty Leave**

The Employer shall grant up to 10 days of paid leave per calendar year to Employees who are called for jury duty or subpoenaed to testify as a witness in order to fulfill their civic obligations. The Employee will need to present an official payment voucher or subpoena to the Employer as proof of attendance. Jury duty leave will only be paid for days when the Employee is normally scheduled to work. If an Employee has made a good faith effort to be released for Jury Duty and is required to serve more than the contractual maximum, the Employee may request to meet with the Employer and the Union to discuss options to help the Employee.

## **Article 11: Domestic Violence or Sexual Assault Leave**

If an Employee is a victim of domestic violence or sexual assault, the Employee may take an unpaid leave of absence. Accrued but unused paid time off benefits (vacation, sick) and/or Leave Share Donation may be used for this type of leave. The maximum length of unpaid leave an Employee may take under this policy is twelve (12) weeks. Reasons for leave include:

- To obtain or attempt to obtain any legal relief, including but not limited to a temporary restraining order or other injunctive order.
- To help ensure the Employee's or the Employee's child's health, safety or welfare.
- To seek medical attention for injuries caused by domestic violence or sexual assault.
- To obtain psychological counseling related to an experience of domestic violence or sexual assault.
- To participate in safety planning and to take other actions to increase safety from future domestic violence.

## Article 12: Sick Leave

### Eligibility

Paid sick leave is available to all eligible Employees for periods of temporary absence due to illnesses or injuries. Eligible Employee classification(s):

- \* Regular full-time Employees
- \* Regular part-time Employees
- \* On-Call Employees

The Employer provides for a reasonable number of paid days off due to an Employee's illness, injury, or that of the Employee's immediate family as defined by the San Francisco Office of Labor Enforcement Standards and the State of California (child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse or domestic partner under any state or local law). These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships.

### 12.1. Use of Paid Sick Leave

San Francisco's Paid Sick Leave Ordinance provides that Employees may use paid sick leave not only when they are ill, injured, or for the purpose of received medical care, treatment, or diagnosis, but also to aid or care for a family member or a designated person (discussed below) when they are ill, injured, or for the purpose of receiving medical care, treatment, or diagnosis. The Employee must provide reasonable notice to use paid sick leave.

Paid Sick Leave shall not be paid in increments less than one hour.

Absences of five (5) consecutive days or more may require a medical provider's certification to safely return to work.

In addition to immediate family members listed above, Employees may designate one person for whom the Employee may use paid sick leave to provide care. The Employee must make this initial designation no later than thirty (30) hours after starting to accrue sick leave, and the Employer also provides an annual ten (10) day window during Open Enrollment to name or change the designated individual. To do so, the Employee must complete the Designated Individual form (*Employer generated*) in the New Hire Package (*Employer generated*). If the form is not returned to Human Resources within this window, the Employee waives the right to designate a person until the next Open Enrollment.

Time off for medical and dental appointments can be treated as sick leave.

As an additional condition of eligibility for sick leave benefits, an Employee on an extended absence is encouraged to apply for any other available compensation and benefits, such as workers' compensation or state disability. Sick leave benefits will be used to supplement any payments that an Employee is eligible to receive from state disability insurance, workers' compensation or Project Open Hand-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the Employee's normal weekly earnings.

## **12.2. Accrual of Sick Leave**

For all regular full-time Employees, sick leave accrual shall be eight (8) hours per month of service (total of 12 sick days per year).

## **12.3. Sick Leave Cap**

Employees may accrue up to a total of thirty-six (36) days/288 hours of accumulated sick leave. Employees who reach the total will not accrue any additional sick time until some of the accrued sick time is used and reduces the balance to below the maximum.

## **12.4. Sick Leave Notification**

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday or as soon as reasonably possible. The direct supervisor must also be contacted on each additional day of absence, unless the duration of the illness is known at the time of the call by the Employee. If the Employee knows in advance of a pending absence (e.g., a scheduled surgical procedure), the Employee is required to notify the Employer immediately to allow as much time as possible to make scheduling arrangements.

This policy applies to regular full-time/part-time and on-call Employees.

## **12.5. Pay Schedule for Sick Leave**

Sick leave pay shall be computed at the Employee's regular straight-time hourly rate, only for days on which the Employee would otherwise have been scheduled to work, and will commence on the first scheduled work day of absence.

Once sick leave benefits are exhausted, Employees may use accrued vacation as sick leave.

Accrued but unused sick leave benefits will revert back to the Employer upon termination of employment.

If an Employee is absent on paid sick leave and a set holiday occurs during such an absence, that day shall not be charged against the Employee's sick leave accrual.

## **Article 13: Leave Share Bank**

An Employee shall be eligible to receive donations of sick leave to be included in the Employee's sick leave balance if they are suffering from a serious health condition, or are victims of violence, or are caring for an immediate family member who has suffered from a serious health condition, which prevents the Employee from being able to work. A serious health condition involves either (1) inpatient care in a hospital, hospice, or residential health care facility, or (2) continuing treatment or continuing supervision by a health care provider which prevents the Employee from working their regularly scheduled hours. Leave share donation is intended to provide compensation to an Employee during an approved leave that would otherwise be unpaid. It cannot extend a covered leave of absence.

## Eligibility

1. The recipient Employee must be passed the introductory probationary period and must be a full or part time Employee.
2. The recipient Employee, the family of the recipient Employee, or other person designated by the recipient Employee must submit a request to the Human Resources Manager or assigned designee.
3. The recipient Employee is not eligible so long as they have paid leaves available; however, the request may be initiated prior to an anticipated date leave balances are exhausted.
4. A medical verification indicating the duration of requested leave must be provided by recipient Employee.
5. A recipient Employee is eligible to receive only the amount of time needed to cover their approved leave.
6. Donations shall be made in hourly increments. Employees may donate up to 80 hours of sick time per request, as long as a five (5) day sick leave balance is maintained.
7. The donor Employee's donated time shall be converted to recipient Employee's sick leave balance and all sick leave provisions apply, including integration with State Disability Insurance and Worker's Compensation Benefits. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
8. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on an hour-for-hour basis. In addition, the donated leave shall be used to offset the Employee's benefit costs.

There are no tax consequences to an Employee who donates leave; the donating Employee may not claim the leave as income or as a deductible expense or loss. The Employee receiving the donated leave however does have tax consequences, in that the paid leave received by the Employee will be considered "income" for tax purposes. In other words, taxes are withheld and the income is included in the recipients W-2; it is not a "gift". The leave time is paid to the recipient at their base rate of pay or rate one.

## **Article 14: Holidays**

### **14.1. Recognized Holidays**

Project Open Hand recognizes the following annual holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- 1 (one) Floating Holiday

If a holiday falls on a Saturday or Sunday, the holiday may be recognized on the preceding Friday or following Monday, as determined by Project Open Hand.

Those Employees who are required to work on a holiday will receive holiday wages at two times (2X) their straight-time rate for their regularly scheduled hours on a holiday. Floating Holiday(s) are exempt from this provision.

Employees who celebrate other ethnic or religious holidays may request vacation time and/or their floating holiday to do so. Such a request will not be unreasonably denied.

Part-time Employees receive holiday benefits dependent on their regularly scheduled hours. There will be no 'cash-outs' of holiday hours.

### **14.2. Floating Holiday**

Employees may also take off one (1) day per year for any reason as a "floating holiday" with prior approval from their supervisor, but are not eligible to take it during their Probationary Period. The time off must be taken in the calendar year in which it is earned. There will be no carry-over into the next year.

### **14.3. Holiday Pay Eligibility**

Employees will receive holiday pay even if the Employee is not scheduled to work on that day. If eligible, Employees will be paid for such holidays based on regularly scheduled hours for that day at regular straight-time hourly wage rate.

When holidays fall during an Employee's Vacation, the Employee will receive holiday pay and the day will not be charged as a Vacation day, provided the Employee otherwise meets the eligibility requirements. In the event that the holiday falls during an Employee's unpaid leave of absence, the Employee will not be eligible for holiday pay.

## Article 15: Vacations

### 15.1. Accrual of Vacation

For all regular Employees, vacation time accrual balances are updated every pay period, in accordance with the table below. No vacation time benefits are accrued while the Employee is on a leave of absence.

Vacation Accrual Schedule

Length of Service	Annual Accrual	Maximum Accrual (CAP/hours)
0-3 months	0	0
3-12 months	15 days/120 hours	168
1-2 years	15 days/120 hours	168
3-4 years	18 days/144 hours	204
5+ years	23 days/184 hours	264

### 15.2. Scheduling Vacation

Advance approval is necessary for all vacations. Employees must complete a vacation request and have it approved by the Employer prior to the beginning of the requested vacation. The Employer will respond to vacation request(s) within five (5) business days of the submission of the request. Requests may be submitted up to twelve (12) months in advance. Accrued vacation time cannot be taken until after successful completion of the introductory probationary period, unless agreed by the Employer prior to hire date, and at no time can an Employee take more vacation than has been accrued.

The Employer will attempt to schedule vacation requests in accordance with each individual's preferences; however, final scheduling consideration must include operational and staffing needs of the Employer. Where operational and staffing needs prevent multiple vacation requests from being approved as submitted, timing of requests shall determine the order of preference.

### 15.3. Carryover

The Employer encourages all Employees to take their earned vacation time each year. However, if the Employee does not use their entire vacation time in the year after it is accrued, the remaining balance is carried forward up to the maximum accrual limit.

Any available vacation accrued pro-rata through the final date of employment will be paid to an Employee upon termination of employment.

Employees who have taken at least 2 weeks vacation in the previous twelve (12) months, and have a balance within forty (40) hours of their cap, shall be eligible to cash out up to eighty (80) hours of vacation.

## **Article 16: Wages**

Effective upon ratification of this Agreement, the wage rates for Years 1, 2, and 3 of this Agreement are reflected in Appendix A. Bargaining unit employees will receive retroactive pay, beginning July 1, 2025, for Year 1 of the contract.

Upon request by the Union, the parties will meet and negotiate regarding job descriptions for new classifications listed in Appendix A, and will address any further changes in accordance with Article 7 (Job Postings, Promotions, and Transfers).

A one-time, non-recurring ratification bonus of three hundred dollars (\$300.00) will be paid to each bargaining unit member who is actively employed at the time of payment, subject to the following conditions:

1. The parties must reach a tentative agreement on a successor collective bargaining agreement no later than 5:00 p.m. Pacific Time on September 26, 2025; and
2. The tentative agreement must be ratified by the bargaining unit in accordance with the Union's ratification procedures.

The ratification bonus shall be paid within thirty (30) calendar days following ratification provided the above conditions are met.

## **Article 17: Bilingual Pay and Longevity Pay**

Staff members who possess fluency in a second language (including American Sign Language) who are requested by the Employer to use their bilingual skills in any work capacity will earn a fifty cent (\$.50) per hour shift differential as bilingual pay. Use of bilingual skills includes any combination of conversational, interpretational, or translation work performed on an ongoing basis. The Employer may reevaluate employees' eligibility for bilingual pay after one year and such decisions shall remain subject to the grievance procedure.

Effective upon ratification of this Agreement, bargaining unit employees with 10 or more continuous years of service shall receive a fifty cent (\$0.50) per hour shift differential, and bargaining unit employees with 20 or more continuous years of service shall receive a one dollar (\$1.00) per hour shift differential. Employee will receive the differential starting on the applicable anniversary date.

## **Article 18: Out-of-Class/Acting Assignment Pay**

An Employee who is assigned in writing by their supervisor to perform temporarily the duties and responsibilities of a classification with a higher maximum pay range, shall be designated as working out-of-class.

If an Employee is designated as working out-of-class, one of the following shall apply: 1) a designated Employee may not be paid more than the maximum of the higher pay range while working out-of-class in the higher pay range, 2) should the first step of the higher pay range be greater than five percent (5%) of the Employee's current pay step, the Employee shall receive not less than the first step of that pay range while working out-of-class in the higher pay range. The payment of out-of-class pay for previously approved designated temporary periods of work in a higher classification does not constitute an appointment of the Employee to the higher classification.

An Employee who is assigned in writing by their supervisor to perform temporarily significant additional duties and responsibilities, not in a higher classification, shall be considered acting assignment pay.

If an Employee is designated as working in acting assignment, they shall receive not less than an additional five percent (5%) of their current pay step for all hours worked.

It shall be the responsibility of the Employee to notify the Human Resources Department of the acting assignment or out-of-class assignment if the employee is working out of class without being assigned or paid to do so. Upon request by either party, the Union and the Employer shall meet to determine the applicability of, and if necessary the inception date of, the acting assignment or out-of-class duties. If notice is not received by the Employer in such time as to be able to process the acting assignment/out-of-class pay within the fifteen (15) day period for payroll purposes, it shall not be a subject of a grievance by either the Employee or the Union but if determined applicable, the Employee shall be paid retroactive acting assignment or out-of-class pay for the period of acting assignment or out-of-class assignment. Payroll shall process the out-of-class pay and any retroactive payment within a reasonable timeframe.

Employees shall generally perform work within their own classifications but may be assigned to work out-of-class only in the case of temporary vacancies, training opportunities, emergencies, or other unforeseen circumstances. Upon the request of the Employer or the Union, the parties shall meet to discuss any issues related to out-of-class work that exceeds two months and identify alternative solutions.

## **Article 19: Management Rights**

Except as specifically limited by the express, written terms of this Agreement, the Employer shall have the rights of management as enumerated below:

The right to hire and to promote; the right to discipline, demote or discharge for just cause; the right to decide Employee qualifications consistent with job descriptions; the right to layoff for lack of work; the right to make rules and regulations and enforce laws governing conduct and safety; the right to establish work schedules; the right to determine or modify the Agency's goals and objectives, including the determination or modification of the nature and scope of Employer's functions, the determination or modification of size, number, location and function of Employer's organizational units or other activities; the location and relocation of facilities; the expansion or contraction of Employer's services generally, or any activity or function specifically, and the determination of appropriate staffing levels within the bargaining unit

generally, or any department, activity or function specifically, the direction of all staff, including the right to determine work and duty assignments, the recruitment, utilization and assignment of volunteers to assist and supplement the regular staff; the employment, on a temporary basis, of substitutes for members of the regular staff during their absences; the contracting with consultants and specialists to perform special assignments under the direction of a supervisor, it being understood and agreed that the regular staff will cooperate with such consultants and specialists in the performance of their assignments; the right to determine the number of hours to be worked, the amount of overtime to be worked, if any, and the assignment of Employees to work such overtime; the right to create, increase, modify or abolish jobs and job functions to meet the changing mission of the Employer; and the right to supervise Employees in the performance of their duties.

### **Article 20: Right to Privacy in the Workplace**

Employees shall have a reasonable expectation of privacy at work, and to be secure from searches and seizures on their person and their private property. Workstations, offices, Employer premises, and Employer property are subject to search upon demand, if the Employer has a reasonable suspicion of a violation of Employer policy. Employer property includes laptops and PDA's, even if files, folders, or documents are password protected by an Employee. Data stored on electronic devices that are property of the Employer may not be considered private. A request for an Employee to submit to a search on any of the Employer property as specified above does not imply an accusation of wrongdoing, but to make such a request the Employer must have a reasonable suspicion of a violation of Employer policy. Refusal to cooperate with a reasonable search, as detailed above, may result in disciplinary action.

Possession of illegal substances, offensive weapons, explosives, or illegal drug paraphernalia is strictly prohibited on Employer property and may result in disciplinary action.

### **Article 21: Dignity and Respect**

The Union and the Employer agree that courtesy in day-to-day communications between the Union and the Employer and the Employer and the Employees should always be present in Union-Employer and Employee-Employer relationships. The Union and the Employer agree that Employees and supervisors and managers should treat each other with dignity and respect. Intimidating behavior between supervisor and Employees is not acceptable. No Employee shall be subject to disciplinary action under Article 4.3 in the presence of co-workers, volunteers or clients.

Project Open Hand values professionalism, courtesy, and respect in all of our relationships and in all aspects of our work. We foster an environment where respect is constant and reciprocal. We are committed to building a place of respect, safety, and security for everyone in the Project Open Hand community.

### **Article 22: Mileage and Travel Reimbursement**

The Employer shall reimburse Employees for expenses incurred while traveling on Employer authorized or directed business. The Employer requires that Employees who use their personal

vehicles on Employer business carry auto insurance and maintain a valid California Driver's license. A current certificate of Insurance and copy of a California driver's license must be on file with the Employer. Included in reimbursable costs are taxi fares, auto mileage at the Internal Revenue Service current rate, bicycle mileage at the state Department of Transportation rate, parking costs, toll charges, and public transportation costs. Receipts are required for parking and toll charges and justification is required for mileage reimbursements. Parking and moving violation fines are not reimbursable.

Reimbursements will only be made for travel authorized by the Employer.

## **Article 23: Health and Safety**

Employees of Project Open Hand shall be provided with a copy of the Employer's safety and security rules and shall be required to accept receipt of them and that they have read and familiarize themselves with those rules. The Employer shall post all of its Health and Safety rules for easy viewing by Employees in all work areas, including off-site work locations.

### **23.1 Equipment**

It shall be the responsibility of the Employer to ensure that all equipment is functioning properly and safely. Employees who observe equipment functioning improperly or unsafely shall report such observations to management immediately. Employees will be trained to operate all equipment necessary for their jobs.

### **23.2 Health and Safety Training**

The Employer agrees to provide safe food handling, health, safety, injury prevention and workplace violence/de-escalation training to Employees so that they may be properly informed of all risks associated with their jobs and can perform them safely.

### **23.3 Whistleblower Protection**

Employees have the right, without fear of discipline, to the full protections of Federal and State Whistleblower Protection Laws.

### **23.4 Pest Control**

The Employer will work with the Union, at the Labor Management Committee, in the development of a Pest Control Procedures and Policies. The Employer is committed to addressing the spread of bed bugs, lice, mice, cockroaches, etc..., at work, as well as identifying and eradicating any cases of such pests from its offices and service locations. The Employer will bring in experts to train Employees on pest prevention and cleanup. The Employer is committed to educating Employees on identifying pests and preventing pests from entering the workplace.

### **23.5 Drug Free Workplace**

It is the intent of Project Open Hand to discourage drug and alcohol abuse by its employees and maintain a workplace that is free of drugs and unauthorized alcohol. Employees who are under the influence of a drug or unauthorized alcohol while on the job risk endangering themselves and others, and compromise Project Open Hand's interest in maintaining a safe, healthy, and efficient workplace.

### **23.5.1 Prohibited Conduct**

The prohibitions of this Article apply any time employees are: (a) on Project Open Hand premises, or (b) conducting or performing Project Open Hand business, regardless of location.

The following acts are prohibited:

- Unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol;
- Being under the influence of unauthorized alcohol;
- Use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance;
- Abuse of any legal drug;
- Purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with the law; or
- Working while impaired by the use of a legal drug whenever such impairment, might:
  - Endanger an employee's safety or the safety of any other person;
  - Pose a risk of significant damage to Project Open Hand property; or
  - Substantially interfere with job performance or the efficient operation of Project Open Hand business.

### **23.5.2 Drug Screen**

A drug screen program will be enforced in the following circumstances: (a) for cause or reasonable suspicion, or (b) post-accident in situations where there is reasonable suspicion of impairment due to drugs or alcohol. The Employer may require a medical assessment and/or drug screen for all employees where either negligence or willful disregard for safety causes a serious on the job accident that results in medical treatment or hospitalization. The Employer reserves the right to require post-accident testing on any driver involved in an accident in a company vehicle.

### **23.5.3 Corrective Action**

A violation of this Article shall subject an employee to immediate corrective action, up to and including termination of employment.

A first violation of this policy may result in immediate discharge if the action endangers the health and safety of others or interferes with POH operations. Employees who are identified for a mandatory for-cause or post-accident drug screen and who voluntarily disclose their drug or alcohol use prior to completing the drug screen may remain employed; however, Project Open Hand reserves the right, at its sole discretion, to condition an employee's continued employment upon the satisfactory completion of an approved drug or alcohol abuse assistance or

rehabilitation program. If an employee is not discharged for a first violation of this Article, any subsequent violation will result in immediate discharge.

Project Open Hand requires written documentation of completion of a certified drug or alcohol abuse assistance or rehabilitation program. Any such program must be undertaken at the Employee's expense; however, the Employee may apply any accrued and unused benefits offered by the Employer (e.g., sick time, vacation, or eligible leave).

## **Article 24: Americans with Disabilities Act**

The Americans with Disabilities Act of 1990 (ADA) and the California Fair Employment and Housing Act prohibits discrimination against persons with disabilities. It is the policy of Project Open Hand to comply with ADA guidelines and the California Fair Employment and Housing Act.

Nothing in this Agreement shall afford the bargaining unit members any lesser rights or benefits than those specified and applicable in the ADA and the California Fair Employment and Housing Act.

## **Article 25: Medical Benefits (Health/Vision/Dental)**

The Employer shall continue to provide the existing type and level of health, dental, and vision benefits to all Employees who are eligible under the terms of the respective plans. Employees are eligible to participate in these Employer-sponsored benefits plans if they are regularly scheduled to work 20 hours or more per week.

The Employer shall continue to contribute towards the medical insurance premium costs for each bargaining unit employee who participates in these Employer-sponsored benefits plans, in a dollar amount that covers the cost of the most highly utilized mid-range plan (i.e., \$1,157 per month as of July 1, 2025) and any increases that do not exceed twenty percent (20%) in any plan year.

If the Employer's contribution towards the premium cost per employee increases by more than twenty percent (20%) in any plan year, the Employer may give written notice to reopen Article 25, and the parties agree to reopen negotiations solely on the subject of health insurance benefits and cost-sharing. The reopener shall be limited to discussions regarding potential adjustments to plan design, employee contributions, or other cost-containment measures.

If the Employer gives written notice to reopen the contract under Article 25, the No Strike / No Lockout rules in Article 34 will stay in effect for 30 calendar days from that notice. If no agreement is reached within the 30-day period, and no extension is mutually agreed upon, Article 34 will be suspended solely with respect to the subjects under reopener negotiations. All other provisions of the Agreement shall remain in full force and effect.

## **Article 26: Vehicular Operational Safety Guidelines**

Employees who operate vehicular equipment as part of their job with the Employer are responsible for maintaining a safe and lawful personal driving record both on and off the job.

## **Article 27: Cell Phone Use**

The Employer acknowledges that some Employees may use their personal cell phones to conduct the Employer's business. This usage and reimbursement requires written approval from the Employer's manager.

Employees shall have the right to decline using their personal phone to conduct the Employer's business. Subject to the required approval noted above, in cases where the Employee agrees to use their personal phone to conduct the Employer's business, each Employee shall receive a thirty-five dollar (\$35) reimbursement per month for each month or partial month of use.

## **Article 28: Annual Employee Evaluation**

Informal and on-going discussions between Employees and supervisors of expectations and performance are strongly encouraged. In addition, Project Open Hand conducts agency-wide, annual formal performance reviews each calendar year. The purpose of the evaluation is to review the previous year's work, set future goals for professional performance and development, and to solicit Employee feedback.

Reviews are conducted annually for Employees who have been working for six (6) months or more. Staff who have been employed for less than six (6) months will be reviewed in the following review cycle.

The Annual Employee Evaluation is a tool for the growth of the Employee and should not be used to replace regular Employer/Employee feedback.

## **Article 29: Labor Management Committee**

The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a Labor-Management Committee shall be established and shall be composed of two (2) Management representatives of the Employer and two (2) Employee representatives of the bargaining unit and the Union Field Representative. Should the items to be discussed require the attendance of additional representatives from either side, either side may designate up to two (2) additional representatives. Employee representatives will be selected by the Union. Meetings will be held quarterly unless cancelled by mutual Agreement. The committee shall meet on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern that relate to the collective bargaining agreement, including but not limited to: health and safety, policies and procedures, and staffing issues.

### **Article 30: Use of Employer's Facilities**

If space is available and use shall not disrupt Employer operations, then the Employer shall reasonably make available to the Union, without charge, conference rooms and other meeting areas, for the purposes of holding meetings to conduct Union business within the scope of its representation of the unit during off-duty periods. The Union shall continue its current practice of securing room through its stewards whenever possible and shall provide Human Resources at [HR@openhand.org](mailto:HR@openhand.org) with 72 hours' advance written notice of such proposed meetings when the use of a conference room is needed. If the union failed to provide 72 hours' notice the room may not be available based on operational reasons.

### **Article 31: Union Communications**

To the extent permissible under law, the Union may make reasonable use of the Employer's interoffice mail and email systems to communicate with all members of the Union in order to carry out Union representation of unit Employees in administration of the CBA provided that these communications are not conducted during work time and that company internet and media policies are not violated.

### **Article 32: Work Schedule Changes**

Project Open Hand must provide two (2) weeks advance notice to the Employee and the Union Field Representative prior to any changes in regular part-time and full-time work schedules. This requirement shall not apply to changes in on-call work schedules.

Reference Article 7: Job Postings, Promotions and Transfers

In the need of a temporary work schedule change the Employer shall first solicit volunteers for the expected duration of the change. If no volunteers are found, the least senior person in the job description shall be assigned the temporary change and the Employer shall work with that individual to minimize any negative economic impact during the need for this temporary schedule change. Temporary changes shall not exceed the agreed upon time unless they are revisited and re-notified to the Employee and Union Field Representative.

An Employee's work schedule shall not be temporarily/permanently changed to avoid paying the Employee overtime.

Employees shall be given no less than two (2) weeks' notice for mandatory departmental meetings outside of their normal work schedules.

### **Article 33: Reorganization**

The Employer shall provide the Union Field Representative with reasonable advance notice prior to implementing reorganization (not limited to merger(s), addition(s), elimination(s)) that will impact represented workers within the bargaining unit. Management agrees to give the Union Field Representative such reasonable notice to meet and discuss these impacts.

### **Article 34: No Strike, No Lockout**

It is mutually agreed and understood that during the period that the terms of this Agreement are in force and effect the Union will not authorize or engage in any strike, slow down, or work stoppage. The Employer agrees not to conduct a lockout against any of the Employees covered by this Agreement during the term of this Agreement.

### **Article 35: Severability**

In the event that any of the provisions of this Agreement will be held to be in violation of any Local, State, or Federal Law or regulation or Local, State, or Federal Court of last resort decision, such determination will not in any way affect the remaining provisions of this Agreement. The parties will renegotiate any Article or Section determined invalid within thirty (30) days.

### **Article 36: Entire Agreement**

- A. All Employees and the Union will be given a copy of the Project Open Hand Employee Handbook and any changes that may be implemented during the term of this Agreement. The Employer shall furnish the Union, not less than 90 calendar days in advance, with a copy of any proposed changes of the existing policy(s) and procedure(s) and Project Open Hand Employee Handbook. Upon request, the Employer will bargain with the Union regarding proposed changes that involve mandatory subjects of bargaining. If any terms in the Employee Handbook or policy(s) and procedure(s) conflict with the terms in this Agreement, the specific terms of this Agreement shall supersede, except as required by law.
- B. Upon request by the Union, the parties shall meet and negotiate over the following policies: (1) the Abuse and Molestation Policy, (2) Driving Policies, and (3) any policies or changes to policies that apply to bargaining unit employees that were established between 2022 and 2025.
- C. Subject to paragraph A of this Article, this Agreement contains all provisions agreed upon by the parties. Any prior verbal agreements, understandings, side agreements, and practices are binding only to the extent that they have been reduced to writing and incorporated into this Agreement.
- D. This Agreement may be amended only in writing, signed by the parties.

### **Article 37: Required Notice**

When a party to this Agreement is obligated to provide a time-bound notice to the other party, a copy of such notice shall be sent via email to the Union Business Agent or the Employer's Human Resources Director, or their designee, as applicable, in addition to any other notice method already required by specific provisions of this Agreement.

### Article 38: Terms of Agreement

The Agreement will be effective July 1, 2025 and will remain in full force and effect until and through June 30, 2028. Thereafter, from year-to-year, unless notice to amend, modify, or terminate is served by either party at least ninety (90) days prior to the anniversary date of this Agreement.

In witness hereof, the parties have executed this Agreement on January \_\_\_\_\_, 2026.

#### For Project Open Hand:

Signed by:  
*Jamie R. Rich*  
2CDB7A33427743F...

Jamie Rich  
DocuSigned by:  
*Onome Okulolo*  
D442FD4A4E2342B...

Onome Okulolo  
DocuSigned by:  
*Paul Hepfer*  
50CD90AE02024E7...

Paul Hepfer, CEO  
DocuSigned by:  
*Herbert Dong*  
5F0E7784F708410...

Herbert Dong

#### For SEIU Local 1021:

DocuSigned by:  
*Xiu Min Li*  
E3EF91C8071047E...

Xiu Min Li, Field Supervisor/Negotiator  
DocuSigned by:  
*Arcelia Montoya*  
02050E92867A4FB...

Arcelia Montoya, Field Representative  
DocuSigned by:  
*David Canham*  
35487423365A4D2...

David Canham, Executive Director  
DocuSigned by:  
*Oumar Fall*  
EE9A40A8C9DA4D4...

Oumar Fall, SF Field Director  
Signed by:  
*Mónica Green*  
7D7092E13CC7400...

Monica Green, Bargaining Team Member  
Signed by:  
*Emerson Aleman*  
99AE63EB3F0043B...

Emily Alvaraz, Bargaining Team Member  
Signed by:  
*Emerson Aleman*  
B0610373B95C499...

Emerson Aleman, Bargaining Team Member

## APPENDIX A: Wage Table

### Wage Rates & Increases By Grade (not including differentials)

Grade	Classification	Y1	Y2	Y3
1	Receptionist	23.00	23.69	24.40
1	Custodian	23.00	23.69	24.40
1	Porter I	23.00	23.69	24.40
1	Operations Coordinator I	23.00	23.69	24.40
	-			
2	Porter II	24.15	24.87	25.62
2	Cook I	24.15	24.87	25.62
2	Catering Cook	24.15	24.87	25.62
2	Driver	24.15	24.87	25.62
2	Community Nutrition Site Coordinator	24.15	24.87	25.62
2	Operations Coordinator II	24.15	24.87	25.62
	-			
3	Custodial Technician	25.35	26.11	26.89
3	Lead Porter	25.35	26.11	26.89
3	Cook II	25.35	26.11	26.89
3	Lead Driver	25.35	26.11	26.89
3	Inventory Operations Coordinator	25.35	26.11	26.89
3	Receiving Operations Coordinator	25.35	26.11	26.89
3	Grocery Inventory Coordinator	25.35	26.11	26.89
3	Grocery Operations Coordinator	25.35	26.11	26.89
4	Facilities Technician	26.62	27.42	28.24
4	Lead Cook	26.62	27.42	28.24
4	Nutrition Assistant	26.62	27.42	28.24
4	Community Nutrition Coordinator	26.62	27.42	28.24
4	Community Nutrition Program Assistant	26.62	27.42	28.24
4	Client Engagement Specialist	26.62	27.42	28.24
4	East Bay Program Assistant	26.62	27.42	28.24
4	Operations Coordinator III	26.62	27.42	28.24
4	Gift Services & Records	26.62	27.42	28.24
5	Kitchen Office Administrator	27.95	28.79	29.65
5	Culinary Nutrition Technician	27.95	28.79	29.65
5	Caseworker	27.95	28.79	29.65
5	Inventory Logistics Lead	27.95	28.79	29.65
5	Grocery Operations Lead	27.95	28.79	29.65
5	Volunteer Coordinator	27.95	28.79	29.65
5	Staff Accounting Clerk	27.95	28.79	29.65

5	Dispatcher	28.91	29.78	30.67
5	Donor Services Associate	30.07	30.97	31.90
5	IT Support	30.07	30.97	31.90
6	East Bay Program Coordinator	30.63	31.55	32.50
6	Case Manager	30.63	31.55	32.50
6	Contracts Accountant	35.54	36.61	37.70
6	Staff Accountant	35.54	36.61	37.70
6	Systems Administrator	40.25	41.46	42.70

## Appendix A: Wage Table (Cont'd)

### Wage Rates & Increases By Department (not including differentials)

<b>Facilities, Procurement &amp; Operations</b>	<b>Y1</b>	<b>Y2</b>	<b>Y3</b>
<b>Building Services</b>			
1 Receptionist	23.00	23.69	24.40
1 Custodian	23.00	23.69	24.40
3 Custodial Technician	25.35	26.11	26.89
4 Facilities Technician	26.62	27.42	28.24
<b>Culinary Services</b>			
<b>Culinary Quality Services</b>			
1 Porter I	23.00	23.69	24.40
2 Porter II	24.15	24.87	25.62
3 Lead Porter	25.35	26.11	26.89
<b>Executive Chef</b>			
2 Cook I	24.15	24.87	25.62
2 Cook II	25.35	26.11	26.89
3 Catering Cook	25.35	26.11	26.89
4 Lead Cook	26.62	27.42	28.24
5 Kitchen Office Administrator	27.95	28.79	29.65
<b>Nutrition Services</b>			
4 Nutrition Assistant	26.62	27.42	28.24
4 Community Nutrition Coordinator	26.62	27.42	28.24
5 Culinary Nutrition Technician	27.95	28.79	29.65
<b>Distribution &amp; Inventory Operations</b>			
<b>Distribution</b>			
2 Driver	24.15	24.87	25.62
3 Lead Driver	25.35	26.11	26.89
5 Dispatcher	28.91	29.78	30.67
<b>Programs</b>			
<b>Community Nutrition Program</b>			
2 Community Nutrition Site Coordinator	24.15	24.87	25.62
<b>Community Nutrition Program Data</b>			
4 Community Nutrition Program Assistant	26.62	27.42	28.24

<b>Wellness Program</b>				
4	Client Engagement Specialist	26.62	27.42	28.24
4	East Bay Program Assistant	26.62	27.42	28.24
5	Caseworker	27.95	28.79	29.65
6	East Bay Program Coordinator	30.63	31.55	32.50
6	Case Manager	30.63	31.55	32.50
<b>Volunteer Services &amp; Grocery</b>				
<b>Inventory Operations</b>				
1	Operations Coordinator I	23.00	23.69	24.40
2	Operations Coordinator II	24.15	24.87	25.62
3	Inventory Operations Coordinator	25.35	26.11	26.89
3	Receiving Operations Coordinator	25.35	26.11	26.89
4	Operations Coordinator III	26.62	27.42	28.24
5	Inventory Logistics Lead	27.95	28.79	29.65
<b>Food Operations</b>				
3	Grocery Inventory Coordinator	25.35	26.11	26.89
3	Grocery Operations Coordinator	25.35	26.11	26.89
5	Grocery Operations Lead	27.95	28.79	29.65
<b>Volunteer Services</b>				
5	Volunteer Coordinator	27.95	28.79	29.65
<b>Fund Development &amp; Community Affairs</b>				
<b>Development Operations</b>				
4	Gift Services & Records	26.62	27.42	28.24
5	Donor Services Associate	30.07	30.97	31.90
<b>Finance</b>				
<b>Finance</b>				
5	Staff Accounting Clerk	27.95	28.79	29.65
6	Contracts Accountant	35.54	36.61	37.70
6	Staff Accountant	35.54	36.61	37.70
<b>IT</b>				
<b>IT</b>				
6	IT Support	30.07	30.97	31.90
6	Systems Administrator	40.25	41.46	42.70