

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**COMMUNITY HOUSING
PARTNERSHIP
(dba HomeRise)**

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 1021**

July 1, 2022

Through

June 30, 2025

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COMMUNITY HOUSING PARTNERSHIP
AND SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 1021**

This Agreement is entered into this _____ day of **August 2022** by and between the **Service Employees International Union (SEIU), Local 1021** (hereafter referred to as the “**Union**”), and **Community Housing Partnership (CHP) dba HomeRise** (hereafter referred to as the “**Employer**” or “**HomeRise**”).

PREAMBLE

This Agreement is for the purpose of establishing harmonious relationships between the parties. Except as herein clearly and explicitly limited, the right and authority of the Employer to manage the Agency operations and affairs in all particulars shall be retained by the Employer. The parties desire to establish a standard of conditions and procedures under which employees in the Bargaining Unit shall work for the Employer during the term of this Agreement and desire to regulate the mutual employment relations between the parties for the purpose of securing harmonious cooperation and settling of all disputes, by peaceful means, that may arise in the employee-employer relationship.

ARTICLE 1: UNION REPRESENTATION

Section 1: Exclusive Bargaining Representative

The Employer recognizes the Union as the exclusive bargaining representative for all Bargaining Unit employees employed at its San Francisco, California facilities that are covered under this agreement for purposes of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment. For the purposes of this agreement Bargaining Unit is defined as employees employed in the classifications listed in Appendix A.

Section 2: Employees Covered by this Agreement

Only Bargaining Unit employees are covered under this Agreement.

Section 3: New Jobs and Positions

In the event the Employer expands its operations in San Francisco, CA resulting in the creation of new jobs and positions, the Employer shall notify the Union in writing.

Any new positions 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. The Employer will provide job descriptions for the new positions they consider non-Bargaining Unit jobs for review by the Union.

If there is a dispute as to whether a position should be added to the Bargaining Unit, such issue shall be resolved pursuant to the grievance procedures set forth herein before such position is added to the Bargaining Unit and reflected in a revised Appendix A which shall be signed and dated by both parties.

Section 4: Exclusions from this Agreement

Excluded from this Agreement are managerial or supervisory employees as defined in the National Labor Relations Act (NLRA) and all other employees and positions not specified in Appendix A.

ARTICLE 2: NON-DISCRIMINATION AND SEXUAL HARASSMENT

Section 1: Non-Discrimination

No employee or applicant for a job covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee covered by this agreement on account of race, color, religious creed, language, national origin, age, sex, marital status, mental or physical disability, ancestry, citizenship or veteran status, family status, sexual orientation, gender identity, gender expression, political belief, or any other basis prohibited by applicable law.

All claims shall be reported to Human Resources. Human Resources shall subsequently conduct an investigation.

Section 2: Sexual Harassment

Management will abide by all relevant Federal, State, and Local laws regarding sexual harassment. All claims shall be reported to Human Resources. Human Resources shall subsequently conduct an investigation.

ARTICLE 3: UNION MEMBERSHIP AND CHECK OFF

Section 1: Condition of Employment

- A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or tender to the Union the union dues and initiation fees customarily required of members in the manner provided for in this Agreement.
- B. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, no later than the thirty-first 31st calendar day following beginning of employment or following the effective date of this Agreement, whichever is later, become and remain members in good standing, or tender to the Union the union dues and initiation fees customarily required of members in the manner provided for in this Agreement.
- C. Members in good standing shall be defined as members of the Union who tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership. The Union will provide all members of the Bargaining Unit information on the dues and initiation fees and will provide the Bargaining Unit employees adequate notice of any change that will affect them.
- D. The periodic Union dues, fees, and other assessments will be deducted from the employee's paycheck upon submission to the Employer of a properly written authorization by the employee. Other assessments include, but are not limited to, periodic and voluntary payments to the SEIU Committee on Political Education (COPE) as provided under Article 4 of this Agreement.

Section 2: Employees not in Good Standing

The Employer agrees to discharge or suspend, upon receiving seven (7) days advanced written notice from the Union, any Bargaining Unit employee who the Union asserts is not a member in good standing of the Union for the reasons set forth in Section 1 above.

Section 3: Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including but not limited to attorneys' fees and costs, that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article. The Employer shall have the right to direct its own defense and select counsel of its choice for purposes of defending any such action taken or not taken.

Section 4: Employee Lists

The Employer shall supply the Union with an excel document report on the last business day of each month that lists all the following information for all Bargaining Unit employees:

Employee Number, Name (separate fields for first, middle, last), Home Address (separate fields for address, city, state, zip), Primary Phone, Work E-mail Address, Personal E-mail Address, Hire Date, Seniority Date, Birth Date, Job Classification Title/Name, Job Type (full-time, part-time, per diem, as needed, etc.), Pay Rate, Pay Status (active, on leave, etc.), Department, Work Location Name, Last Paid Date.

This excel document report will be sent to the Union Representative and to the SEIU1021 membership department via the email address: data@seiu1021.org.

Section 5: Conscientious Objectors

Notwithstanding any provision of this Article, any employee in the Bargaining Unit who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting Unions shall be exempt from the Union membership and dues, fee and assessments. However, such an employee shall be required, in lieu of compliance with this Article, to pay sums equal to the regular Union dues to any of the three charitable funds listed below that are exempt from taxation under Section 501 c (3) of the Internal Revenue Code:

1. Central City Hospitality House
2. Coalition on Homelessness
3. San Francisco Information Clearinghouse

Proof of such payment shall be made by the employee to the Union on a monthly basis.

ARTICLE 4: COMMITTEE ON POLITICAL EDUCATION (COPE)

Section 1: COPE

The Employer hereby agrees to honor payroll deductions authorized by employees in the Bargaining Unit upon receipt of an approved form that includes all of the following:

1. The amount and frequency of the deductions.
2. The deduction is voluntary and not a condition of membership or employment
3. That the member will not be favored or disadvantaged by contributing or not contributing any amount.
4. That the member may refuse to contribute without reprisal.
5. That the Union will use the money for political purposes included but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance.
6. That the Employee, without reprisal, can withdraw their deduction authorization with written notice to the Employer and the Union.
7. That the contributions are not deductible as charitable contributions for federal

income tax purposes.

Section 2: Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including but not limited to attorney fees and costs, that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article. The Employer shall have the right to direct its own defense and select counsel of its choice for purposes of defending any such action taken or not taken.

ARTICLE 5: HOURS OF WORK AND OVERTIME

Section 1: Work week

The Employer shall be free to adjust hours of **operation** provided that a normal work week for full-time employees shall consist of forty (40) hours divided into five (5) consecutive days of eight (8) hours each. The work week begins Sunday 12:01 am and ends Midnight Saturday at 12:00 am. Employees shall be scheduled two (2) consecutive days off in each work week, provided such scheduling is consistent with operational needs. By mutual agreement between an employee, **the Union**, and the Employer, any employee may elect to have split days off.

Section 1a: Work week or Full-time Employees

HomeRise is a 24/7 operation and full-time staff work shifts that cover Monday - Sunday. All full-time employees will have two (2) consecutive days off. Schedules for staff will differ based on classification and can occur as listed below:

- **Sunday - Thursday**
- **Monday - Friday**
- **Tuesday - Saturday**
- **Wednesday - Sunday**

When full-time shifts become available, through vacancy at existing buildings or when new buildings create openings, the opening shall be posted for seven (7) days online and sent to all employees via email with all pertinent information including; classification, shift, days off, and worksite location.

Staff can request to move to that shift/site. Shift assignments will be made based on seniority within the same job classification. In the event, for business operations, that the employer needs to reorganize all work schedules across a classification, the employer will notify the Union and will meet with the Union to negotiate the impact, the process, and the business rationale.

Section 2: Overtime

All non-exempt Bargaining Unit employees will receive overtime pay as follows:

- a. Over 8 or 40: All hours worked which exceed eight (8) hours in a day or exceed forty (40) hours in a work week shall be considered as overtime and will be paid at one and a half time the employee's regular rate of pay. Employees in the Clinical Case Manager ("CCM") classification who work a 4/10 schedule as outlined in Section 3a of this article will receive overtime for all hours worked which exceed ten (10) hours in a day or exceed forty (40) hours in a work week.
- b. 7th Day in a Work Week: The first eight hours of work performed on the seventh (7th) consecutive day in one work week will be paid at one and a half times the employee's regular rate of pay.
- c. Time worked in excess of eight (8) hours on the seventh consecutive day of work in a work week shall be paid at two times the employee's regular rate of pay.
- d. Over 12: All time worked in excess of twelve hours in any one workday shall be paid at two times the employee's regular rate of pay.
- e. When an overtime assignment must be made, the most senior qualified employee within their own work classification at the worksite shall be given the first opportunity to volunteer for the overtime assignment.

Section 3: Work Scheduling

The Employer must provide a minimum two (2) week advance notice to the employee and the Union prior to any permanent work schedule changes unless operational exigencies require otherwise. Temporary work schedule changes shall not exceed three (3) weeks. A temporary schedule change due to an "emergency situation" under this Section will not last longer than three (3) weeks.

At the time of notification, the affected employee will sign an acknowledgment indicating they have received and understand the change. The Union may request a meeting to address the impact of such change. This Section 3 does not apply to on-call employees.

Section 3.a.: 4/10 Work Week

The parties agree to a program for a 4-day / 10-hour-per-day workweek schedule for CCMs under the following conditions:

- CCMs will participate in a one-year pilot program to begin within 30 days of

ratification of this agreement; upon conclusion of the pilot program, the Employer and Union will discuss whether to continue the program.

- The Employer will determine the work schedules to be offered.
- CCMS will have preference of available schedules based on seniority within the CCM classification.
- 4/10 schedules may include either a Saturday or a Sunday.
- Holiday Pay will not exceed eight hours of pay per holiday.

Section 3.b.: Resident Service Counselor Schedules

Within 30 days of the ratification of this Agreement, the Employer will determine work schedules for each site. Schedules for employees in the Residence Service Counselor classification ("RSC") will meet the following criteria:

- RSC staff will have the same start time each workday, unless a different schedule is requested by an employee and upon agreement by the Employer.
- RSCs will have preference of available schedules based on seniority within the RSC job classification.
- The employer will make active efforts to minimize schedules which commence after 11am.

ARTICLE 6: INTRODUCTORY PERIOD

The introductory period for new or rehired Bargaining Unit employees shall be three (3) months from employee's start date. The introductory period may be extended up to an additional three (3) months when mutually agreed by the Employer, the Union, and the employee. Introductory employees may be discharged for any reason without recourse to the grievance and arbitration procedures under Article 12, and shall not be eligible for recall. Upon completion of such introductory period, an employee shall accrue seniority retroactively from the date of their most recent hire.

Section 1: Definition

ARTICLE 7: SENIORITY

For purposes of this Agreement, Seniority shall be defined as the employee's original date of hire with the Employer. Seniority shall be used for the selection of employees for openings for full-time and regular part-time employment, transfer, shift bidding, vacation scheduling, layoffs, reductions in staff or reductions in hours.

The parties agree to abide by the principle of classification for purposes of layoffs and recall.

Section 2: Regular Full-Time Employees

A Regular Full-Time Employee (RFTE) is someone who is regularly scheduled forty (40) hours per week. RFTEs are eligible to receive full-time benefits. Seniority protection as

described above shall apply to all full-time employees.

Section 3: Regular Part-Time Employees

A Regular Part-Time employee (RPTE) is someone who is regularly scheduled at least twenty (20) hours per week. RPTEs are eligible to receive pro-rated benefits as described in this Agreement. RPTEs shall be entitled to seniority protection except as may otherwise be provided in this Agreement.

Section 4: Limited Part-Time Employees

A Limited Part-Time Employee (LPTE) is someone who does not have a regular work schedule of twenty (20) hours per week or more. LPTEs receive limited benefits as described in this Agreement. Seniority protection as described above **does not** apply to LPTEs. Weekend Desk Clerks are considered LPTE.

Section 5: On-Call Employees

An On-Call Employee is someone who does not have a regular work schedule and receives limited benefits as described in this Agreement.

Seniority protection as described above does not apply to On-Call Employees. On-call employees will not be used as a long term or permanent replacement solution for Regular Full-time, Regular Part-time, and/or Limited Regular Part-time employees.

ARTICLE 8: NO STRIKE and NO LOCK OUT

The Union and the Employer agree that so long as this Agreement is in effect, there shall be no lockout of Bargaining Unit employees, no work stoppage and no strike.

ARTICLE 9: LAYOFF, RECALL, AND HIRING

Section 1: Layoff Procedures

If layoff or reduction in positions within a classification(s) is determined to be necessary, the procedures below shall occur as follows:

- a. At least sixty (60) calendar days prior to the layoff of employees, except in cases of emergencies, the Employer shall provide a written notice to the affected employees and the Union regarding its intent to layoff employees, and shall, upon request of the Union, meet with the Union regarding the effects of such layoff on the Bargaining Unit. The Employer shall consider alternatives to the layoff as may be proposed by the Union.
- b. Prior to any layoffs within a designated classification(s), other employees in the

same classification(s) shall be afforded the opportunity to volunteer for layoff first. Such volunteers will be accepted for layoff only if the Employer determines that the remaining employees include employees with sufficient skills and ability to perform the remaining work.

- c. In the event of layoffs, the principle of seniority as defined in **Article 7** of this Agreement shall govern; therefore the last employee hired into the Bargaining Unit within a designated classification shall be the first employee to be laid off in the case of layoffs in that classification. When a position requires a language skill or license, such requirement may be used in the process of selecting employees for the layoff before seniority may be considered by the Employer. Layoff of employees shall be by inverse order of seniority. Any employee on layoff shall continue to accrue their seniority for a period of **sixteen (16)** months.

Section 2: Recall

Employees who are laid off shall be placed on a reinstatement or recall list for a period of **sixteen (16)** months from the date of layoff. Recall from layoff shall be in reverse order of layoff; that is, the last employee laid off in a classification(s) shall be the first recalled for a position in the same classification.

Employees who are being recalled to duty will be notified by certified letter to their **last known address** and are required to respond to the Employer within **ten (10)** business days of the date of notification. It is the employee's responsibility to notify the Employer of any change of address. Failure of an employee to respond within the time limits shall be considered a refusal of the offer and a forfeiture of the employee's recall rights.

Section 3: Furlough Exception

Any or all employees may be furloughed from work **by inverse seniority within their work classification** for up to three (3) consecutive calendar days. Employees who are subject to furlough may be assigned elsewhere to available temporary work, which they are qualified to perform, or furloughed if no such work is available. In the event affected employees are assigned to other temporary work, such assignments shall be without loss of seniority.

Section 4: Hiring

This section refers to vacant or new positions in the Bargaining Unit. The Employer will make every effort to hire or promote qualified internal applicants before hiring external applicants. Site transfers are not covered by this section and are made at the discretion of the Employer.

Any newly created position that is to be covered by this Agreement or vacant unit classification shall be internally posted for seven (7) calendar days before interviews are

scheduled with any external candidates. To be considered for the new or vacant classification, the internal candidate must submit an application to the Human Resources department and have been in their current position for the **six (6)** months immediately preceding their application. Qualified internal applicants will be given the opportunity to interview before any external candidates. If the internal candidate has the minimum qualifications and successfully passes the interview process candidate shall be chosen for the vacant position. Employees with less than **six (6)** months in their current position may apply for a vacant position but will be considered as an external applicant for the purposes of this section.

ARTICLE 10: STEWARDS RIGHTS AND UNION ACCESS

Section 1: Steward Appointments

The Union will have the right to appoint Shop Stewards and alternates; and will inform management in writing within five (5) business days of such appointment. There shall be one (1) shop steward from each work location or site. On-call staff will be assigned to the shop steward at their home building as determined by the Employer.

In the event that a shop steward in a particular work location or building is not available, the Chief Shop Steward, the shop steward from another location, or union representative shall be allowed to represent a member if requested. The union representative is permitted to accompany any shop steward if requested by the shop steward or the member.

Section 2: Shop Steward's Duties

In addition to their regular work duties, the Shop Steward's duties consist of seeing that all terms and conditions of this Agreement are being complied with and that all Bargaining Unit employees are members in good standing of the Union whenever permissible under State and Federal laws. The Shop Steward shall not, by reason of their position, be exempt from work.

However, any Shop Steward shall be permitted to leave their work after proper permission has been obtained from their immediate supervisor and after signing out, to investigate and adjust grievances, and formal verbal and written warnings of any Bargaining Unit employee, if the employee intends to write a rebuttal to such non-grievable disciplinary actions and shall be required to return to work promptly upon completion of such duties.

A Shop Steward may only use up to one hour per month of paid working time to investigate formal verbal and written warnings of Bargaining Unit employees. A Shop Steward may not participate in an investigation or grievance if they are directly or indirectly involved in the issue being investigated. The Employer agrees to allow shop stewards to attend shop steward training and/or Union meetings that do not interfere

with regular operations. The Union agrees to consult with the employer to determine training and meeting times.

Section 3: Union Access

A reasonable number of authorized agents of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of enforcement of this Agreement at all Employer's locations where Bargaining Unit members work, for the purposes of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered. The Union agrees that any visitation shall not interfere with the Employer's business or any employees working. Union agents must follow established procedures for entry to a site as applicable to all members of the public.

ARTICLE 11: JUST CAUSE & PERSONNEL FILES

Section 1: Just Cause

The Employer shall not discipline or discharge a Bargaining Unit employee who has passed their introductory period without just cause. Just cause differentiates the basis for termination from layoffs and/or a reduction in force. Layoff and/or reduction in force guidelines are set forth in Article 9; Section 1 of this Collective Bargaining Agreement. Just cause termination allows the Employer to terminate for legally sufficient reasons, misconduct, and negligence.

Section 2: Progressive Discipline

Community Housing Partnership maintains procedures for disciplining employees. The progressive system is intended to give employees advance notice to the extent possible of problems with their performance or conduct, providing an opportunity for improvement or correction.

Depending on the level of the infraction, progressive discipline may include a verbal warning, one or more written warnings, and/or suspension.

However, no formal order to the warning process is necessary, and when Community Housing Partnership deems that performance deficiencies and/or misconduct have occurred, one or more steps in the procedure may be skipped. Some circumstances may warrant immediate termination.

The Employer shall have the right to establish, enforce, rescind, or amend work rules provided such rules and regulations are not in conflict with any specific provision of this Agreement.

Section 2.a. Employee Rights/Discipline

- A. Issuance of any and all progressive discipline steps shall occur in private, away from staff and clients.
- B. Verbal warnings will be presented in writing to the employee and will be signed by the supervisor and the employee. Signature by the employee receiving the verbal warning indicates receipt of the verbal warning.
- C. The Employer will honor employees' rights to have a *Weingarten* representative at an investigatory meeting if and when an employee so requests.
- D. Both the employee and shop steward shall be given the time off with pay to attend meetings with the Employer to take part in an investigatory meeting.
- E. If the Employee, shop steward, union representative, or management is not available to attend a scheduled investigatory meeting, the meeting may be rescheduled by mutual agreement. However, the meeting must occur within **two (2)** business days of the originally scheduled meeting.
- F. The warning or suspension notices as herein provided shall not remain in effect for a period of more than **twelve (12)** months from the date of said warning or suspension notices, except in cases of termination in which the entire disciplinary file of an employee may be considered by the Employer in making its decision to terminate the employee.
- G. Any warning, suspension or termination notice issued to an employee by the Employer shall be issued within ten (10) calendar days following the Employer's knowledge of the occurrence of the violation upon which the warning is based.
- H. When an employee is suspended or terminated, the suspension or termination notice issued to an employee will include a written statement as to the reason for such termination or suspension and will be mailed to the employee's home address on file.

Section 3: Personnel Files

Employees have the right to see their personnel files and the Employer shall make their personnel files available for inspection at the employee's work location during normal business hours and within fifteen (15) calendar days after the request is made. The Employer need not permit employees to see letters of reference and materials involving criminal conduct, investigation of a possible criminal offense, or ratings, reports or records that were obtained prior to the employee's employment.

- a. **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.

b. Comments

The employee may place in the file written comments regarding material in the file within ten (10) days of the time of presentation or inspection. Employee comments shall be a permanent part of the document responded to.

c. 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 upon the employee's request.

The Employer may place in the file written comments regarding complimentary material and such comments shall be a permanent part of the material.

d. Anonymous Complaints

In the event that an anonymous complaint is included in an employee's personnel file, the personnel file will also include the summary results of the investigation into the anonymous complaint.

ARTICLE 12: GRIEVANCE & ARBITRATION

Section 1: Procedures for Resolving Disputes

The following procedure shall be utilized for resolving disputes of allegations by the Union or a Bargaining Unit employee regarding the interpretation or application of this Agreement. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

These grievance and arbitration procedures do not apply to disciplinary actions that do not result in termination, suspension, or pay reduction. However, an employee who receives a verbal or written warning may submit a written rebuttal to be attached to the documentation if the employee disagrees with the warning.

Section 2: Right to Dispute

If there is a dispute regarding the interpretation or application of this Agreement affecting an employee or group of employees, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved. This right to dispute does not apply to disciplinary actions that do not result in termination, suspension, or pay reduction.

Section 3: Procedure and Time Limits

It is important that disputes regarding the interpretation or applications of this Agreement be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. Any Grievance shall be considered null and void if not filed and processed by the Union or the Employee represented by the Union, or by the Employer, in strict accordance with the time limitations contained in this article. The time limits specified, however, may be extended by mutual written agreement.

Section 4: Level One – Supervisor or Next Level Supervisor

When an employee has a dispute regarding the interpretation or application of this agreement, they should inform their direct Supervisor or the next level Supervisor with or without the assistance of a shop steward and/or the union representative and attempt to resolve the problem informally.

Section 5: Level Two - Department Head

- A. If a dispute is not resolved at the informal level between the immediate Supervisor or next level Supervisor of the grievant, the Union on behalf of the employee shall file the grievance in writing on the appropriate form to the Department Head or their designated representative within fourteen (14) calendar days after receipt of notice by the employee(s) involved of the alleged contract violation.
- B. The statement shall specify the provision or provisions of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated. The written grievance shall include the date of the alleged violation, all pertinent information, the remedy sought, request for meeting between the parties, if desired, and shall be signed by the employee and/or by the Union Steward or Union Representative.
- C. If a meeting between the parties is requested, the meeting shall occur within ten (10) calendar days of the submission of the written grievance. The meeting shall include the Department Head, the employee, and the employee's Shop Steward and/or Union Representative. The timeline for scheduling this meeting may be extended by mutual agreement if scheduling conflicts arise.
- D. The Department Head or their designee to whom the grievance is directed shall communicate their decision, along with the reasons therefore, to the employee and the Union in writing within ten (10) calendar days after the grievance meeting or ten (10) calendar days from receipt of the formal written grievance, if a meeting is not requested.

Section 6: Level Three – Chief Executive Officer and/or Chief Financial Officer

- A. If the employee or the Union is not satisfied with the disposition at Level Two, the employee or the Union may submit the grievance to the Chief Executive Officer and/or the Chief Financial Officer within ten (10) calendar days after receiving notice of the decision.
- B. Within ten (10) days after the Union appeals to the Chief Executive Officer and/or the Chief Financial Officer, if the Chief Executive Officer and/or the Chief Financial Officer does not resolve the grievance to the Union's satisfaction, a meeting shall occur between the parties involved to try to reach resolution. The parties may extend the timeline to meet at Level Three by mutual agreement.

Section 7: Level Four – Binding Arbitration

- A. If the grievance remains unresolved, the Union or Employer may adjust the grievance to Level Four. The Union or Employer shall have the right to refer the matter to final and binding arbitration. In the event the Union or Employer elects to do so, it must notify the Chief Executive Officer of the other party or their designee in writing within twenty-one (21) business days from the date that the Level Three meeting took place.
- B. After the grievance has been referred to arbitration, the parties shall select a list of arbitrators supplied by the Federal Mediation and Conciliation Service (FMCS) by such method as the parties may jointly agree, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.
- C. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the terms of this Agreement and shall be in writing.
- D. The Employer and Union shall equally divide the arbitrator's fee, the cost of any hearing room, and the cost of a shorthand reporter if requested by an arbitrator. All other expenses shall be paid by the party incurring them. If a transcript is taken at the arbitration hearing, it is understood that said transcript will constitute the official record of the hearing. The party or parties requesting the transcript shall incur the cost of the transcript. Neither party shall be required to purchase a copy of the transcript.

- E. The time limits specified herein shall be jurisdictional unless waived by written mutual agreement of the parties.
- F. No more than one (1) grievance can be heard before an arbitrator at any hearing date without the expressed mutual written agreement of the Union and Employer.

Section 8: Mediation of Terminations

By mutual written agreement of the Employer and Union, a termination grievance may be processed through a mediation hearing conducted by the Federal Mediation and Conciliation Service. This mediation hearing can happen at any time during the grievance process by mutual agreement of the Employer and Union.

ARTICLE 13: BULLETIN BOARDS

Section 1: Use of Bulletin Boards

The Employer will designate a portion of a bulletin board that the Union may use at each work location where bargaining unit employees are assigned, provided that said use is restricted to official Union business, including the posting of notices of Union meetings, announcements, union elections, union newsletters and other union materials.

ARTICLE 14: EMPLOYEE ORIENTATION AND TRAINING

Section 1: Union Members Orientation

The Employer shall notify the Union of the time, and location of employee orientation, which will be held on the first and third Monday of every month if the orientation involves three (3) or more new Bargaining Unit employees.

The Union shall have a minimum of ten (10) minutes to explain the union contract and union procedures, etc. In the event that less than three (3) new employees are undergoing orientation, with the permission of the manager or supervisor, the shop steward shall be allowed to orient individual employees during working hours.

Section 2: Performance Evaluations

Each January, between January 1 and January 31, the direct supervisor shall conduct an annual employee evaluation of all full-time and regular part-time employees. The purpose of the evaluation is to review the previous year's work, evaluate how well each employee embodied the vision, values and mission of the organization, as set by the Board, set future goals for professional performance and development, and to solicit employee feedback. The annual employee evaluation may include an employee

self-evaluation in addition to any evaluation completed by management.

The annual employee evaluation is a tool for the growth of the employee and the program and is not to be used as a disciplinary meeting, nor to determine any change in wages. A poor evaluation may subject an employee to a performance improvement plan.

ARTICLE 15: LABOR MANAGEMENT RELATIONS

Section 1: Labor-Management Committee

The Employer and the Union will establish a labor-management committee composed of at least two (2) representatives from the bargaining unit and at least two (2) representatives from management. Should the items to be discussed require the attendance of additional representatives from either side, either side may designate up to three (3) additional representatives. The Union and the Employer may request relevant individuals be present, however the final designation shall be left to each party. The committee shall, as a minimum, meet for one (1) hour on working time every month for the purpose of discussing the Employer and employees' relevant issues and concerns related. Formal grievances will not be discussed by this committee. The parties may mutually agree to forgo any monthly meeting.

The Employer and Union agree to develop more comprehensive mutually acceptable guidelines on the composition and purpose of this committee. The parties shall submit agenda items at least one (1) week before the scheduled meeting.

Section 2: Management Rights Clause

It is mutually agreed that it is the Employer's exclusive duty and right to manage the operations of Community Housing Partnership and to direct the working forces. This right includes, but is not limited to, the right to determine the number and location of facilities, determine the size of the work force, set personnel policies and practices, safety policies and practices, hire, transfer, promote, demote, schedule, determine job content, reclassify, lay off, discipline, or discharge employees, subject to the conditions provided herein or mandatory subjects of bargaining.

ARTICLE 16: LEAVES OF ABSENCE

Section 1: Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave

The Employer agrees to comply with the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and Pregnancy Disability Leave as such acts may be amended from time to time.

Section 2: Bereavement Leave

Regular full-time and regular part-time employees will be granted up to five (5) workdays of paid bereavement leave, subject to verification, in the event of the death of an immediate family member or cohabitant.

Regular full-time and regular part-time employees will receive pay for such time off, at their regular hourly rate, on a pro-rated basis, determined by the number of hours they are regularly scheduled to work per week.

For the purpose of bereavement time off, "immediate family" as defined by the San Francisco Office of Labor Enforcement Standards (child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse or registered domestic partner under any state or local law; or another relative who resides with the employee. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships). At its discretion, the Employer reserves the right to require evidence to support the employee's request for bereavement leave, such as an obituary.

In the event of the death of a client with whom the employee had a professional relationship or resided at their worksite, employees will be granted up to one (1) workday of paid bereavement leave to explicitly attend services held during normal work hours, subject to verification of attendance. This paid bereavement leave exists in addition to any HomeRise - organized memorial service.

Section 3: Jury Duty/Witness Leave

Jury Duty/Witness Leave will be granted as required by law. An employee called to jury duty must notify their supervisor immediately and produce a copy of the jury summons.

Regular full-time and regular part-time employees called for jury duty will be paid the difference between their regular pay and jury pay up to ten (10) working days, but only after submission of a jury summons and compensation receipts.

Section 4: Military Leave

The employer will provide leave in accordance with all Federal laws relative to military leave of absence which may be amended from time to time.

Section 5: School Visits Required of Employees

Employees who are parents or guardians of children in kindergarten through twelfth (12th) grade shall be granted leave for required school visits as required by applicable law which may be amended.

Section 6: Domestic Violence/Sexual Assault Leaves

Any employee who is a victim of domestic violence or is a victim of sexual assault also may take time off as required by applicable law which may be amended from time to time.

Section 7: Voting

Employees who are unable to vote in any election during non-work hours may arrange, with at least forty-eight (48) hours advance notice, to take up to two (2) hours off from work, at the beginning or end of a shift, with pay to vote.

Advance approval for such time off must be obtained from the employee's supervisor. Employees are encouraged but not required to use absentee ballot voting to avoid the need to take time off to vote.

Section 8: Drug/Alcohol Rehabilitation Leave

Employees who have a non-disabling problem with alcohol or drugs and who decide to enroll voluntarily in an alcohol or drug rehabilitation program will be given time away from work as required by applicable law which may be amended from time to time.

Section 9: Occupational Disability Leave

Occupational disability leave will be provided as required by applicable law which may be amended from time to time.

Section 10: Unpaid Personal Leave

The Employer may grant an unpaid personal leave of absence, including leave for union business or advocacy activities to a regular full-time employee who has worked at HomeRise for twelve continuous months, upon the written request of the employee at least one month in advance of the requested leave of absence (except in cases of emergency). A personal leave of absence may be granted at the sole discretion of the Chief Executive Officer for up to six (6) months. Before personal leave will be granted, the employee must have no more than forty (40) hours of accrued vacation.

An employee who requests a personal leave of absence must submit a written request, one month in advance, to the human resources department, indicating the date on which the leave is requested to begin, the reason for requesting the leave and the anticipated date of return to work. The employee will be reinstated to the same classification and position upon return to work.

If an employee fails to return to work on the anticipated date or fails to obtain management approval of an extension before the anticipated return date, the Employer

will consider the Employee to have resigned voluntarily.

An employee who performs unapproved work for another employer or entity, whether for compensation, during a personal leave of absence shall, at the Employer's discretion, be considered to have voluntarily resigned from the Employer.

Section 11: Paid Education Benefit

The Employer provides a training and professional advancement benefit to post-introductory regular full-time and regular part-time employees, subject to approval of the department director and the Director of Human Resources, as follows:

Regular full-time and regular part-time employees are granted up to five (5) educational leave days per year (pro-rated for part-time employees) on a paid basis or a maximum of forty (40) hours in a twelve (12) month fiscal year period.

Scheduling of time off should be done in accordance with vacation scheduling policy. No carryover of any unused educational leave is permitted. This leave cannot be used for compensatory purposes. Employees must present proof of attendance, completion, and participation in the approved program in order to be eligible for compensation.

In addition, if funding is available at the time the benefit is requested, Community Housing Partnership will pay the cost up to \$300.00 in a twelve (12) month fiscal year period to use towards tuition and other out-of-pocket costs related to the approved course employee is enrolled.

Receipts should be submitted to HR within thirty (30) days of incurred expense. If unused, this benefit does not carry over from year to year.

Section 12: Sabbatical Leave

Regular full-time and regular part-time employees are eligible to apply for sabbatical leave every five (5) years of continuous service for a minimum of one month and a maximum of two (2) months. In order to be eligible, the employee must have a minimum of eighty (80) hours of accrued vacation. The employee must use their accrued vacation leave for the first half of the sabbatical. Employer will match the amount of employee's vacation leave taken by the employee during the sabbatical at their regular rate of pay for a maximum of one month. Employees must comply with the Employer's sabbatical policies which may change from time to time.

Section 13: Modifications to Leaves of Absence

The employer reserves the right to modify and/or interpret the provisions of this Article 16 to the extent that the Employer determines that it is necessary or appropriate for purposes of ensuring compliance with applicable law.

ARTICLE 17: MEDICAL, DENTAL, VISION, & LIFE INSURANCE

Section 1: Description of Benefits

The Employer provides the types of insurance coverage listed below to eligible employees, subject to the terms and conditions set forth by the insurance carrier(s) and as described in this Article 17.

1. Medical
2. Dental
3. Vision Care
4. Life Insurance
5. Long Term Disability

The Employer pays 100% of the premium for this coverage for all eligible regular full-time and regular part-time employees. Employees wishing to purchase insurance for eligible dependents may do so and shall refer to the Employer's annual Benefit Information Guide to determine the expense, including any potential Employer contribution, subject to the terms and conditions set forth by the insurance carrier(s).

Section 2: Retirement Plan 403(b)

The Employer will continue to provide a voluntary pre-tax salary reduction plan for all employees subject to the terms and conditions set forth by the provider. Details of the Employer's matching contribution is outlined in the Employer's annual Benefit Information Guide and is subject to change.

ARTICLE 18: WAGES

Section 1: Wages

The wages and salary structure for all Bargaining Unit employees covered by this Agreement shall be set forth in Appendices B which is attached to this Agreement.

Section 2: Longevity Premium

A bargaining unit employee who has been in the service of the Employer for 5 (five) continuous years shall receive a longevity premium of \$0.50 (fifty cents) per hour.

An Employee with ten (10) continuous years of service shall receive a longevity premium of an additional \$1.00 (one dollar) per hour.

Section 3: Bi-Lingual Premium

Bi-lingual employees in the Bargaining Unit who work in a position where the job description indicates that specific bi-lingual language skills are required will receive a premium of \$0.50 per hour.

Section 4: Meal and Rest Periods

- A. Meal Periods: If an employee works five (5) hours or more in a day, an uninterrupted forty-five (45) minute meal period is to be taken prior to the beginning of the fifth hour of work. Desk Clerk staff sign a waiver to take "on duty" meal periods.

The Employer pays employees for meal periods. Meal periods and rest periods must be taken in accordance with California law.

- B. Rest Periods: All ten (10) minute breaks must be taken on the Employer's premises unless authorized otherwise by the employee's supervisor. Breaks should be taken in the middle of each work period, to the extent possible.
- C. Meal and rest periods shall be taken with consideration of operational needs.
- 3 to 6 working hours: One uninterrupted ten (10) minute paid break.
 - 6 to 8 working hours: Two uninterrupted ten (10) minute paid breaks, one to be taken during the first half and the second during the second half of the workday.

Section 5: Work Outside of Classification

- A. Employees who temporarily perform the job duties of a higher job classification shall be compensated at the higher rate of pay, but only if the department director, or Human Resources and the employee mutually agree, in writing, to the responsibilities and timeframe.
- B. Employees who temporarily perform the job duties of a supervisory position shall be paid at the rate of pay of the supervisor for the duration of the assignment, but only if the department director, Human Resources, and the employee mutually agree, in writing, to the responsibilities and timeframe.
- C. An employee who believes they are working outside of their work classification should notify their immediate supervisor and Human

Resources for review of the scope of work.

Section 6: Call-Back Pay

Employer will follow all applicable federal and state laws regarding split shift pay, reporting time pay, required meeting time pay, and call-in pay.

Section 7: Recycling Specialist Premium

Janitors may bid for available Recycling Specialist assignments by seniority and will receive a premium of \$1.00 (one dollar) per hour.

ARTICLE 19: VACATION

Section 1: Vacation Scheduling

Regular full-time and regular part-time employees receive paid vacation at their regular rate of daily pay. Employees are expected to use their paid vacation benefits each year. Accrued vacation may be taken at any point after employment begins.

Each employee must request authorization from their supervisor two (2) weeks in advance of the requested leave. If an employee does not comply with the vacation scheduling procedures, the employee's vacation request may not be honored.

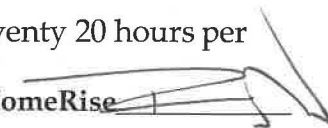
Section 2: Vacation Accrual

Employees cannot accrue more paid vacation than 1.75 times their annual accrual rate. See the table below for annual accrual information for full-time employees.

Length of Service	Annual Accrual Rate	Maximum Accrual
One - Twelve Months (1-12)	088 Hours	154 Hours
Thirteen - Thirty-Six Months (13-36)	120 Hours	210 Hours
Thirty-Seven or More Months (37+)	160 Hours	280 Hours

These accrual levels are pro-rated for regular part-time employees. Please note that "pro-rated" means that the benefit is accrued based on the number of hours that the employee is regularly scheduled to work as a percentage of a standard forty (40) hour work week.

For example, an employee who is regularly scheduled to work twenty 20 hours per



week will accrue sick and vacation time at the rate of fifty percent (50%) of a regular full-time employee. Once employees reach their maximum accrual, they will not earn more paid vacation time until some of the accrued vacation is used. The Employer does not permit advances against vacation. Pay will not be granted in lieu of using accrued vacation during employment.

Section 3: Required use of Vacation

The Employer provides paid vacation to allow employees to take time off from work to rest and relax so that they can return to work rejuvenated and engaged. In order to reduce costs or for other business reasons, the Employer may decide to shut down its operations or to place employees on furlough for one or more workdays or work weeks. In such cases, the Employer reserves the right to require employees to use any accrued but unused vacation that they have available. The Employer will attempt to provide employees with as much advance notice as possible of an impending shutdown or furlough and whether the use of vacation will be required.

Section 4: Accrued Vacation/PTO Buy-back

In the event that accrued vacation time is not used, employees who have been employed for one (1) year shall be eligible to cash out vacation and employees may carry unused time forward to the next benefit year, up to the designated vacation accrual allowance.

During the month of September between the 1st and 15th of each year, employees will have the option to elect to cash out a portion of their vacation earned. Employees may cash out up to eighty (80) hours provided that they have a remaining balance of forty (40) hours. The rate of compensation for the vacation cash out, shall be the employee's then-current rate of pay at the time the request is made, and will be calculated at a straight time rate.

This request to cash out vacation cannot be submitted, changed or withdrawn after September 15th and the request is irrevocable. Once cashed out, employees will not be able to buy back hours at a later time. The vacation cash out request will be paid by the first payroll period of December each year and will be subject to any and all applicable taxes as required by law.

Employees will be required to complete and submit a Vacation Pay-out Form and the form will be retained in the employee's personnel record and/or an electronic file within the HR Department. All requests are subject to review to verify the employee's vacation balance.

HomeRise reserves the right to review, revise, and or suspend this benefit due to lack of funding and will not unreasonably withhold this buy-out option.

ARTICLE 20: SICK LEAVE

Section 1: Sick Leave Eligibility and Accrual

HomeRise provides paid sick leave to employees who perform 56 or more hours of work within a calendar year in the City and County of San Francisco. For employees who work in the City and County of San Francisco who are eligible for sick time under the Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Paid sick time is provided to regular full-time, and regular part-time employees. Regular full-time employees accrue paid sick time at the rate of ten (10) hours per month; regular part-time employees accrue paid sick time at their regular hourly rate, on a pro-rated basis, determined by the number of hours they are regularly scheduled to work per week. Unused paid sick time can be carried over from one calendar year to another and may be accrued up to a maximum of thirty (30) days or two hundred and forty (240) hours. Accrued sick time may be taken at any point after employment begins. Accrued but unused paid sick leave under this policy will not be paid at separation. Limited part-time and on-call employees accrue sick time in accordance with the San Francisco sick time ordinance and need to meet the 90-day employment requirement before taking any leave.

Section 2: Sick Leave Utilization

The process for using sick time is outlined in HomeRise's Employee Handbook and may be amended from time to time.

Deductions from paid sick leave balances will be made from non-exempt employee leave banks based on the actual hours the employee is absent from work due to illness or injury.

Please refer to HomeRise's Employee Handbook for paid sick leave use reasons, including definition of a family member.

Unless the employee advises Human Resources otherwise, the Company will assume employees want to use available paid sick leave for absences due to reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Section 3: Illness During Vacation

Vacation time lost due to illness or injury may be charged to sick leave if sick leave is available. Medical verification must be provided to authorize the use of sick

leave during a vacation.

Section 4: Integrated Sick Leave

When an employee is eligible to receive disability benefit payments, she/he may receive full disability benefit payments plus such portion of accrued sick leave pay as shall aggregate to an amount equal to but not exceeding the employee's regular rate of pay. At the employee's request, sick leave and/or vacation pay shall be integrated with disability benefits, State Disability Insurance (SDI), Worker's Compensation or any other disability income an employee may be eligible for, so that the same shall not exceed one hundred percent (100%) of the employee's regular net pay.

Section 5: Notice and Documentation

The process for notice and documentation for paid sick leave is outlined in HomeRise's Employee Handbook and may be amended from time to time.

Section 6: Payment

Eligible employees will receive payment for paid sick leave in accordance with applicable law by the next regular payroll period after the leave was taken and in no event will the rate of pay be less than the San Francisco or California minimum wage, whichever is higher. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Section 7: Donation of Sick Leave

The purpose of the Donation is to assist a qualifying employee with very serious illnesses that are incapacitating to the point where they cannot perform their duties during regularly scheduled duty days and all their benefits have been exhausted. Employees receiving and using donated sick leave must comply with the Company's policy, state and federal law in requesting and taking sick leave. Donations are for serious personal illness and incapacitation that require hospitalization and or in-home care. Not for elective surgeries, pregnancy, cold, flu, minor procedures or to take care of family members.

Guidelines

After benefits are exhausted a two-day waiting period must be satisfied. Employees donating sick must have accumulated more than 40 hours of personal sick time and may not donate hours placing them at below 40 hours of sick time. Donations will be donated to a sick pool and not to a specific employee.

Eligibility to Receive Leave

To receive time from the Sick Leave Donation, an employee must:

Be a regular full-time or regular part-time employee
Have exhausted all accumulated sick and
Have a documented serious illness or injury by a health care provider for oneself

Procedures to Apply for Donation

Donation request must be made in writing via email to the manager and Human Resources. All requests must indicate the number of sick leave days being requested, not to exceed three (3) days. All letters must be accompanied by a health care provider's statement which includes the beginning date of the condition and the expected duration.

Procedures to Donate to the Sick Pool

Donations must be made in writing via email to Human Resources and indicating how many hours are donated to the sick pool. Employees donating sick must have accumulated more than 40 hours of personal sick time and may not donate hours placing them at below 40 hours of sick time.

Appeal Procedures

There is no appeal procedure to the decision of the Sick Leave Donation.

ARTICLE 21: HOLIDAYS

The Employer observes the following as paid holidays:

January	New Year's Day Martin Luther King Day
February	Presidents Day
March	Cesar Chavez Day
May	May Day Memorial Day
June	Juneteenth Day
July	Independence Day
September	Labor Day
October	Indigenous People's Day (Columbus Day)
November	Veterans Day Thanksgiving Day Day after Thanksgiving
December	Christmas Day
Birthday*	

*Each regular full-time and regular part-time employee is eligible to take a workday off within the same pay period as their birthday. The employee must follow the Employer's regular vacation scheduling policy with respect to requesting a birthday holiday.

All regular full-time employees are paid for the above holidays at their regular rate of pay. Regular part-time employees regularly scheduled to work on a holiday will receive pay for the holiday at their regular rate of pay for the number of hours the employee is regularly scheduled to work on the holiday. Regular full-time and regular part-time employees who work on a holiday will be paid for their hours worked and holiday pay. Holiday pay is paid at each employee's regular hourly rate.

Limited part-time and on-call employees who are not regularly scheduled to work on a holiday will receive holiday pay for only the following holidays (if they work those days):

- New Year's Day
- Martin Luther King Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

Holidays are observed on the days indicated on the Employer's Agency Calendar, which is issued each year and given to all employees at their time of hire. Full-time employees who work a Tuesday through Saturday week will receive the Tuesday off for any holiday that falls on a Monday. Full-time employees who work a Sunday through Thursday week will receive the Thursday off for any holiday that fall on a Friday. Subject to mutual agreement with their manager, and in accordance with the Employer's vacation scheduling policy, an employee may request to take the holiday off on the actual day of the holiday or on another day within the pay period.

ARTICLE 22: MISCELLANEOUS PROVISIONS

Section 1: Uniforms

In the event that the Employer requires employees to wear a uniform, the Employer shall supply such uniforms without charge or deposit from the employees. The replacement of uniforms will be supplied as needed.

The Employer's dress code policy is within the Employer's sole discretion and may be changed from time to time based on safety or other business needs. For the most updated dress code policy, employees should review the HomeRise Employee Handbook.

The Employer will consider reasonable requests for additional HomeRise-logo clothing items that are submitted by employees. Such requests must be submitted to the Human Resources Department in writing and state the reasons for the request. The Employer, in its sole discretion, retains the right to

grant or deny an employee's request.

Section 2: Pay Checks

Pay checks that are not correct (including vacation or sick leave pay, overtime pay, etc.) must be brought to the attention of management within twenty-four (24) hours of receiving the paycheck.

The Employer shall pay by check any money owed and not paid for the relevant pay period within forty-eight (48) hours excluding Saturdays and Sundays. Any time beyond the end of this period shall be subject to a premium penalty of 10% per day for each twenty-four (24) additional hours the employee is forced to wait for their pay.

Section 3: Reporting Pay

The Employer will pay Reporting Time pay to the extent required by law.

Section 4: Reimbursement for Business Travel Expenses

The Employer will reimburse authorized employees for mileage, tolls and parking expenses when employees are required to use their personal vehicle on authorized Employer business. The Employer requires that employees who use their personal vehicles on Employer business carry auto insurance. A current Certificate of Insurance and a verification of a California Driver's License must also be on file with the Employer.

Authorized business travel is reimbursed at the IRS allowable rate. Receipts are required for parking and toll charges. Costs of insurance premiums and traffic fines are not reimbursable. Employees who use public transportation for authorized travel shall be reimbursed for actual fares unless they are provided a token or pass by the Employer. Reimbursements will only be made for travel authorized by the Employer and as per the Employer's relevant policies which may change from time to time.

Employees will not be compensated for travel to and from work.

Section 5: Use of Employer Provided Email

The Employer provides email to employees to facilitate their work and to enable Employer personnel to communicate with one another efficiently and effectively. Employees' failure to monitor and review Employer email accounts is causing a delay in the exchange of communication and miscommunications and misunderstandings regarding the roles and duties of individual employees.

As a result, employees are expected to review and monitor their Employer-provided email accounts and are responsible for knowledge of the information contained therein. Employees who fail to monitor and review Employer-provided email, will be subject to discipline pursuant to the Employer's disciplinary procedures described in its Employee Handbook.

ARTICLE 23: HEALTH and SAFETY and WORKING CONDITIONS

Section 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.

Section 2: Health and Safety Training

The Employer agrees to provide health, safety and injury prevention training to employees so that they may be properly informed of all risks associated with their jobs and can perform them safely.

The Employer will also provide in-service training for employees to meet state and federal Occupational Safety and Health ("OSHA") requirements. Failure to attend required in-service federal and state-related OSHA trainings may result in discipline, up to and including termination.

Section 3: Whistle Blower Protection

Employees have the right without fear of discipline to report in good faith problems of public safety violations or other perceived violations to the appropriate government agencies. It is preferred that employees immediately point such problems out to the Employer.

Section 4: Bed Bugs

The Employer will work together with the Union at the Labor/Management Committee in the development of an Employee Bed Bugs Procedure and Policy.

The Employer is committed to preventing the spread of bed bugs at work, as well as identifying and eradicating any cases of bed bugs from its offices. The Employer will bring in experts to train employees on bed bug prevention, and maintenance employees on bedbug cleanup. The Employer is committed to educating employees on identifying bed bugs and preventing them from entering the workplace.

Section 5: Timekeeping

The parties agree that during the term of this collective-bargaining agreement the Employer may permanently replace its current employee time-keeping system with a "touch identification" time-keeping system. The parties agree that the use of the touch identification function of the time-keeping system will be optional and that in lieu of using the "touch Identification" feature, employees may track their time through an Employer computer located behind the front desk at each building.

Section 6: Protection from Violence and Threats of Violence

The Employer is committed to providing a safe workplace for all employees. In the event there is a threat of violence or incident involving assault, brandishment of a weapon or violence, employees are responsible to report such incidents to their immediate supervisor and Human Resources as soon as possible, but within 24 hours after the incident occurred.

The Employer will investigate all threats of violence and where the threat is not deemed credible a report will be placed in file regarding the incident and no further action will be taken.

An employee fulfills their reporting requirement by verbally reporting the incident to their supervisor (or the on-call supervisor/property supervisor if the incident occurred outside of normal business hours) and completing an Incident Report Form. In response to each Incident Report Form submitted, the Employer will schedule a debrief meeting for affected site employee(s) within 1-2 business days after report of incident. The Employer will work with affected employee(s) to outline a safety plan. Affected employee(s) may request to have alternative staff provide individual services to the tenant allegedly engaging in the misconduct. In order to effectuate this Section, the Employer reserves the right to transfer employee(s) to alternate locations at any time due to safety concerns or issues.

ARTICLE 24: SAVINGS CLAUSE

In the event the courts should decide that any clause or part of this Agreement is unconstitutional or illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other provisions of the Agreement.

ARTICLE 25: COMPLETE AGREEMENT

This Agreement, including Appendices A and B, contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has the authority to make, and none of the parties shall

be bound by or liable for statements, representations, promises, or agreements not set forth herein, unless agreed to, in writing, by the parties signatory to this Agreement.

ARTICLE 26: PROGRAM CHANGES

In the event of a cancellation of a contract, relocation of a program, addition of a new contract and/or program, and/or a decrease or increase in program funding that affects Bargaining Unit positions, the Union shall be given notice of such action(s) at least thirty (30) days in advance, unless the Employer is given less notice by the funder(s) or in the event of an unforeseen emergency or catastrophe.

ARTICLE 27: DIGNITY AND RESPECT

Section 1: Cooperative Workplace

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 as well as shop stewards/union representatives and supervisors and managers should treat each other with dignity and respect. Intimidating behavior between supervisor and employee is not acceptable. No employee shall be subject to formal disciplinary action in the presence of co-workers, clients or tenants. All efforts should be made to prevent an employee being inappropriately reprimanded in the presence of co-workers, clients and tenants.

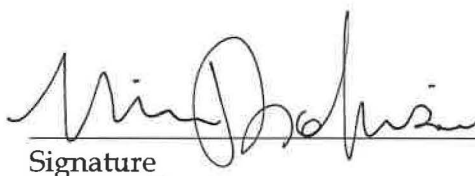
ARTICLE 28: TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2022 and shall continue in full force and effect up to and including June 30, 2025. Thereafter, it shall automatically renew for one year at a time, from year to year, unless either of the parties hereto shall give notice in writing to the other party, of its intention to terminate or modify this Agreement. Such notice must be sent no less than sixty (60) days prior to the expiration of this Agreement, or prior to the anniversary of any annual renewal thereof. **Signatures included on the next page.**

SIGNATURES

SEIU Local 1021:

Mia Robinson, Bargaining Team Member


Signature _____ Date 8/29/2022


Milton Morrow, Bargaining Team Member


Signature _____ Date 8/29/2022

Trivell Sullivan, Bargaining Team Member


Signature _____ Date 8-29-2022

Eva Donjacour, Bargaining Team Member


Signature _____ Date 8/29/22


DaneMonique Hodges, Bargaining Team Member

Signature _____ Date _____

^{DB}
Danielle Blakken, Bargaining Team Member


Signature _____ Date 8/29/22

Anak^{AS} Sul Rama, Bargaining Team Member


Signature _____ Date 8-29-22

Jessica Inouye, Field Representative


Signature _____ Date 8/29/2022

Matthew Torres, Field Representative


Signature _____ Date 9/22/22

Jason Klumb, San Francisco Regional Field Director


Signature _____ Date 9/11/2022

David Canham, Executive Director


Signature _____ Date 9-12-2022

Theresa Rutherford, President

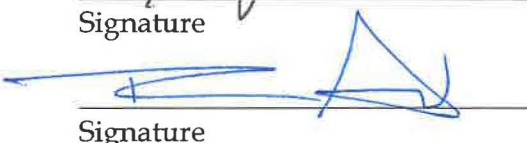

Signature _____ Date _____

Community Housing Partnership, DBA HomeRise:

Anat Leonard-Wookey, VP of Programs


Signature _____ Date 8/29/2022

Rick Aubry, Chief Executive Officer


Signature _____ Date 8/29/2022

Appendix A:
List of Bargaining Unit Positions

Position Titles

Case Manager
Clinical Case Manager
Community Organizer
Employment Retention Specialist
Employment Trainer Coordinator
Front Desk Clerk
Janitor
Lead Front Desk Clerk
Maintenance Technician
Program Assistant
Resident Services Counselor
Senior Case Manager
Senior Front Desk Clerk
Senior Maintenance Technician

**Appendix B:
List of Bargaining Unit Wage Increase**

1. Increase to Base Wage Rates

Effective July 1, 2022, all bargaining unit classifications listed in Appendix A of this Agreement shall receive increases as outlined in Appendix B.

2. Cost of Living Increase (COLA)

For fiscal years 2023 and 2024 of this Collective Bargaining Agreement, employees will receive an annual COLA of 2% or an annual COLA at the same percentage as the City and County-approved Cost of Doing Business (COBD) increase for non-profits, as approved by the Board of Supervisors and announced by the City's Controller, whichever is greater. The wage increase will be effective on July 1 of each year. If the City and County does not announce the COBD increase for non-profits by July 1, HomeRise will include the COLA increase in the pay-period following the announcement and the COLA increase will be retroactive to July 1.

To the extent that there are special compensation adjustments for specific bargaining unit classifications made by the City and County, as approved by the Board of Supervisors and announced by the City's Controller, those specific classifications will receive the same special compensation adjustment. Classifications not specifically covered by these special compensation adjustments will receive increases such that Lead Desk Clerks will earn \$0.50 (fifty cents) more per hour than Desk Clerks, Senior Desk Clerks shall earn \$1.00 (one dollar) more per hour than Desk Clerks, and Senior Case Managers will earn \$1.00 (one dollar) more per hour than Resident Services Counselors/Case Managers.

Appendix B: INCREASES TO BASE WAGE RATES

Classification	July 1, 2022 Base Wage	July 1, 2023 Base Wage	July 1, 2024 Base Wage
Front Desk Clerk	\$20.00	Greater of 2% OR CODB increase	Greater of 2% OR CODB increase
Janitor	\$20.00		
Maintenance Tech	\$20.00		
Sr. Maintenance Tech	\$22.75		
Lead Front Desk Clerk	\$20.50		
Sr. Front Desk Clerk	\$21.00		
Program Assistant	\$22.00		
Employment Retention Specialist	\$25.00		
Resident Services Counselor/Case Manager	\$25.00		
Sr. Case Manager	\$26.00		
Community Organizer	\$26.00		
Employment Trainer Coordinator	\$27.00		
Clinical Case Manager - registered	\$37.00		