

**DRAFT  
Agreement  
between  
Homeless Action Center  
&  
Engineers and Scientists of California, Local 20 IFPTE**

**PREAMBLE - (TA 6/6/22)**

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the wages, hours, and working conditions that will be in effect during the term of this Agreement for employees covered by this Agreement, to prevent interruptions of work and interference with the operation of HAC, to encourage and improve collegiality, and the work culture of all HAC staff. The Union must maintain the best possible standard of living for its members and work for a safe, secure and stable work environment for all its members. The purpose of this Agreement is to provide procedures for the prompt and peaceful adjustment of grievances as provided herein, to promote harmonious labor relations and to provide both parties with opportunities to discuss and resolve any disagreements promptly and to the satisfaction of the parties to the contract.

**ARTICLE 1 - SCOPE OF AGREEMENT - TA (11/3/22)**

**Section 1.1 Scope**

- A. This agreement contains the entire understanding, undertaking and agreement of HAC and the Union and finally determines all matters of collective bargaining for its term with respect to the topics covered herein and those matters that were discussed between HAC and the Union during negotiations that led to this agreement. Changes to the Agreement must be reduced to writing and executed by both HAC and the Union to be effective.
  
- B. If there are conflicts between this Agreement and HAC's Personnel Manual, policies, and work rules, this Agreement shall govern. Where there are no conflicts and in those areas not addressed specifically by this Agreement, the Personnel Manual, policies, and work rules shall govern. Changes to the Personnel Manual, policies, work rules, and working conditions will not be unilaterally implemented by the Employer. HAC shall provide advance written notice of no less than thirty (30) calendar days prior to the desired implementation date and an opportunity to bargain over proposed changes consistent with its obligations under the National Labor Relations Act. If the Union does not agree to the proposed change, HAC will not implement the change until the parties have bargained in good faith concerning the proposed change and exhausted all possible avenues to reach agreement.

**Section 1.2 Notices**

- A. All Employer notices required by this Agreement, including but not limited to notices specified in Section 1 of this Article and Article 31 Successorship, shall be sent to the

designated Union Representative(s) by email with a header that begins with the general subject "Official Notice to Union Re:" followed by the specific subject. This notice shall contain, at minimum, a summary of HAC's proposed action, a copy of documents relevant to the notice (e.g., a new or amended policy), a list of employees and classifications affected by the action, and the Employer's desired implementation date.

## **ARTICLE 2 - UNION RECOGNITION (TA 9/8/22)**

- A. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of work, and other terms and conditions of employment of employees of HAC in the classifications listed in Article 24.
- B. HAC agrees to give fifteen (15) days' advance written notice (before hiring) to the Union of any newly created positions within the organization so that the Union may bargain to determine inclusion in the bargaining unit, and wages and working conditions for the new classification. The parties also agree that HAC may post such bargaining unit positions following notice to the Union to expedite the filling of the position, and may seek a waiver of the 15-day notice period from the Union where appropriate.
- C. If the Employer contemplates promoting an employee to a newly created non-management position, HAC will meet and bargain with the Union over salary.

## **ARTICLE 3 - UNION MEMBERSHIP (TA 9/8/22)**

### **Section 3.1 Union Membership**

All employees subject to this Agreement hired after the execution dates of this Agreement will, as a condition of employment, join and remain a member of the union or pay an Agency fee within thirty (30) days after employment.

### **Section 3.2 Dues Deduction**

HAC will deduct from employees' wages and turn over to the proper officers of the Union the membership dues of such employees who individually and voluntarily certify in writing that they authorize such deductions.

The Employer shall remit to the Union the amount of deductions made for that particular month, together with a list of all employees, their job titles and dates of hire for whom such deductions have been made. The information shall be in computer readable, electronic form and transmitted via secure connection.

## **ARTICLE 4 - LEGISLATIVE EDUCATION AND ACTION PROGRAM (LEAP) DEDUCTIONS (TA 5/4/21)**

During the term of this Agreement, the parties are to allow employees to make LEAP contributions through payroll deduction.

- A. ESC and HAC acknowledge that HAC's agreement to implement payroll deductions for employees who voluntarily choose to make contributions to LEAP is in no way an endorsement of LEAP by HAC.
- B. Responsibility for communicating information to employees about LEAP resides with ESC, not HAC.
- C. HAC agrees to deduct LEAP contributions on a per pay period basis from the paycheck of each unit member who voluntarily executes and delivers to the Employer a valid LEAP deduction authorization form.
- D. LEAP deductions may be canceled by the employee with thirty (30) days' notice to the Union and Employer.

#### **ARTICLE 5 - BULLETIN BOARDS AND USE OF EMPLOYER SITES (TA 6/8/21)**

The Union will have the right to post a bulletin board in the HAC office for the exclusive use of the Union, which bulletin board shall be located in the kitchen. The Union's use of the bulletin board will be limited to the posting of communications related to Union business. The Employer agrees to refrain from posting on or interfering in any way with the Union's bulletin board. The Union agrees to refrain from posting any materials of an offensive or derogatory nature directed at HAC, the HAC management, the HAC Board, or its donors.

The Employer's premises may be used for Union meetings with bargaining unit members and visits by designated Union Representatives during HAC's normal business hours. During such visits, employees shall take appropriate steps to ensure protection of confidential client information or other information for which disclosure to third-parties is prohibited. The Union Representative will ensure that such meetings and visits will not interfere with or disrupt normal operations or employees' work.

#### **ARTICLE 6 - UNION REPRESENTATION (TA 9/8/22)**

- A. The Union will provide (and keep current) HAC with a written list of all its officers, business agent(s), stewards, and other representatives (including business addresses and telephone numbers) who may call upon HAC.
- B. The Union may appoint up to one (1) shop steward for every ten (10) employees in the bargaining unit. The Union will inform the Employer of these appointments. Shop stewards will be allowed a reasonable amount of time during their work day to investigate grievances, represent members in meetings with management, and ensure that the provisions of this Agreement are uniformly enforced. At the same time, shop stewards will not disrupt or interfere with an employee's work duties during normal work hours, and will ensure that their own work is not negatively impacted by the discharge of their shop steward duties.

- C. Employees appointed by the Union to serve on the Labor Management Committee, Negotiating Committee, and other sub-committees created by the Labor Management Committee will receive pay at their normal rate for all meetings scheduled with management at mutually agreeable times.
- D. A non-employee Union representative will be allowed access to HAC premises to carry out lawful activities necessary to represent the bargaining unit and administer this Agreement. Such visits will be restricted to HAC's hours of operation and shall not unreasonably interfere with employee duties. Union representatives shall provide at least 24 hours notice prior to visiting HAC facilities, and shall not be unreasonably denied.

#### **ARTICLE 7 - LABOR MANAGEMENT COMMITTEE (TA 6/8/21)**

The Union and HAC agree to pledge their best efforts to achieve the objective of the highest quality legal services. To that end, a Labor Management Committee shall be established and utilized to discuss and make recommendations regarding labor/management and professional practices of mutual concern. The committee may discuss and make recommendations on a variety of departmental issues of mutual concern. The Committee shall propose all potential resolutions or options (if there is no consensus) to the Executive Director for consideration.

The Labor Management Committee will include up to three (3) representatives from the bargaining unit, selected by the Union, and up to three (3) representatives from management. Meetings will be scheduled as needed with a minimum of 6 meetings a year. The meetings shall be co-chaired by one member of management and one member of the Union. Agendas shall be circulated no less than three (3) days in advance of any meeting and minutes shall be taken and circulated no later than five (5) days after any meeting.

Upon either party's request, HAC's Executive Director may be asked to attend the meeting to assist in discussions and problem-solving. Because of the advance notice required by this Article, once a meeting time and date has been chosen by the committee members, the meeting will proceed without regard to the number of actual members in attendance unless there is unanimous agreement to reschedule the meeting.

#### **ARTICLE 8 - POSTING AND FILLING VACANT AND NEW POSITIONS (TA 11/13/22)**

All bargaining unit positions will first be posted internally for a period of no less than five (5) working days, after which the position will be posted externally and other recruitment methods may be used to identify additional candidates.

The hiring process for positions within this bargaining unit shall be as follows:

1. A Hiring Committee will be assembled by the HR department. That committee will be made up of management staff and volunteers from the bargaining unit. Volunteers will be requested by HR, and priority will be given to members of the Diversity, Equity,

Inclusion and Justice (DEIJ) Committee. If someone from the bargaining unit volunteers at least one member of the bargaining unit will be included on that committee, with priority given to DEIJ volunteers.

2. Initial screening of candidates for minimum qualifications and selection of candidates for interviews will be done by the Hiring Committee. The Hiring Committee will interview the candidates.
3. The DEI Director and HR Department will review the rubric for each hiring committee to ensure that it complies with Diversity, Equity and Inclusion principles important to fulfilling our DEI goals for the agency.
4. An annual report of HAC's progress toward DEI hiring goals will be made available to all staff. This report will be prepared by the DEI director and the HR Director each year.
5. All interviews will be debriefed by the Hiring Committee and will consider feedback from all members. Management retains the discretion to make all final decisions with respect to hiring.
6. Management will inform the Hiring Committee prior to making an offer to a candidate and once an offer has been rejected or accepted.

#### **ARTICLE 9 - SENIORITY (TA 6/8/21)**

Seniority shall be counted from the first day of employment, including time as a fellow or temporary employee if subsequently hired for permanent employment, and will accrue based on the number of years of employment with HAC. Seniority will be taken into consideration as a factor in promotions. Breaks in service will be handled as follows:

- A. Layoffs: Regular employees who are laid off and subsequently reinstated shall not lose seniority, if rehired within one (1) year after layoff.
- B. Voluntary Resignations: Regular employees who voluntarily resign and are rehired within one (1) year will be reinstated without loss of seniority, and the employee's prior seniority will be credited less their period time away.
- C. Leaves of Absence: An employee on leave of absence for medical, disability, caregiving (or other protected leaves) shall continue to accrue seniority for the first twelve (12) months of leave, after which time the employee will retain previously accrued seniority but will not accrue further seniority.

#### **ARTICLE 10 - REDUCTION IN STAFF (TA 9/29/22)**

If layoffs of represented staff become necessary due to staff reductions, represented staff shall be laid off according to level of seniority within each track. For the purposes of reductions in staff and recall, the parties agree to four (4) tracks of employees. The tracks are Admin Team, Outreach Team, Advocates/Attorneys, and employees whose positions are within the Haste House. HAC shall advise the Union before any layoffs are implemented in writing within ten (10) working days. The Union may have the opportunity to provide input within five (5) days of

that notice. Layoffs remain in HAC's discretion. The following procedure shall be followed:

- A. Employees who are affected by the projected reduction in staff shall be given no less than twenty (20) working days' notice in writing of the projected reduction.
- B. Following a reduction in staff, before filling job vacancies, HAC shall first offer such positions to a formerly laid-off employee if the employee was laid off from that program within the year prior to the opening of the vacancy. Such employees shall be recalled by order of seniority, as defined in Article 9 Seniority. So long as the employee meets the qualifications of the new vacancy, they shall be offered the position regardless of former position or department.
- C. Employees who have been laid off due to a reduction in staff shall be entitled to a severance payment as follows:

1 year < 2 years - 2 weeks of salary

2 years < 3 years - 3 weeks of salary

3 years < 4 years - 4 weeks of salary

4 years < 5 years - 5 weeks of salary

5 years < 6 years - 6 weeks of salary

6 years or more - 7 weeks of salary

These provisions do not apply to temporary employees or employees during their introductory period.

### **Financial Distress**

Should HAC experience financial distress, wherein payment of severance to laid-off employees would result in additional layoffs or reductions, HAC will notify the union to meet and confer within five (5) days to discuss exceptions to the severance payments policy above.

Additionally, should sudden financial distress prevent HAC from providing the twenty (20) working days notice above, the Employer shall notify the union immediately to meet and confer within five (5) days.

## **ARTICLE 11 - BREASTFEEDING POLICY (TA 5/4/21)**

Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive:

- A. Milk Expression Breaks: Breastfeeding employees are permitted break times to express breast milk during work hours. Employees may use paid break time for this purpose, and may use additional unpaid time as necessary.

- B. Private Place to Express Milk: The employer will make a private room (not a restroom) available for employees to express breast milk. The private room will have a comfortable chair, electrical outlet, small refrigerator, and locking door. Expressed milk can be stored in either the private room or the kitchen refrigerator. If at any time an employee is using the room for a purpose other than expressing milk, the space must be relinquished to an employee needing it for lactation.

## **ARTICLE 12 - FLEXIBLE WORK POLICY (TA 7/8/22)**

HAC recognizes the benefits to the office environment and to employees' personal and family lives of a flexible work schedule. We balance these benefits to staff with our commitment to being barrier free and accessible to our client community. As such, HAC maintains a flexible work policy, as outlined below:

- A. The regular work hours for all employees of HAC are seven (7) hours per day, five (5) days per week from 9:00 a.m. to 5:00 p.m. Up to 60 minutes may be utilized for lunchtime. Generally, staff are expected to work during regular work hours. All staff are expected to be present when required by any job responsibilities, including when scheduled for drop-in shifts. In maintaining a client-centered, barrier free program for our clients, we recognize that their access to staff depends on staff being present for drop-in clients. In addition, our drop-in hours in each office require attorney and advocate availability to be successful.
- B. With prior notice to management, and after meeting the criteria outlined below, employees may telecommute and work alternative work schedules consistent with current practice two days/week so long as such flexible work arrangements are consistent with employees' job and professional responsibilities and adequate staffing is available in the office (for example, to ensure adequate supervision of interns and staff, and meeting with clients.) Employees wishing to telecommute two days a week shall do so on Friday and on one additional fixed day agreed upon by the employee and their supervisor. Where possible, a supervisor will work with their staff to consider and approve additional flexible work requests.
- C. Both HAC offices must be 50% staffed Monday through Thursday. If more than 50% of staff at either office requests the same second telecommuting day, managers will look to seniority to determine who must request a different day. Employees who wish to change their days may do so provided there would still be 50% of staff in either office. Employees will provide reasonable notice, but no less than 2 weeks, to their supervisor of a change to their remote work day. Employees shall also inform their clients which days they are in the office.
- D. An employee on a performance improvement plan may telecommute on Friday only, and not on any additional day during the 6 week plan and during any extension of the plan.
- E. Newly hired attorneys and advocates may telecommute on Friday only, and not on any additional fixed day, for six months. Where possible during this six-month period, a supervisor will consider and approve additional occasional flexible work requests. This provision only applies to subsequent hires and does not apply to HAC attorneys and advocates who have been employed for less than six months at the time of this agreement.
- F. Staff telecommuting shall be expected to work business hours, from 9am-12pm and 1-5pm. Staff should be available by phone and email during those hours or their Teams

status should reflect that they are away, and when they anticipate being reachable again. Staff must be available to speak to managers and colleagues during the time that they work from home and must respond promptly to communications from clients during any remote work days.

- G. When supervisors telecommute, they will implement a protocol to ensure adequate supervision. For programs with three or more employees, supervisors will be available by phone and email while working remotely or designate a point-person in the office for the employees they supervise to check in with. If the supervisor will be unavailable, their Teams status should reflect this and indicate when they will again be reachable.
- H. Staff whose work is conducted primarily outside of the office, including the outreach team, will check in weekly with their supervisor as to the time and place of their work activities. Staff who interact regularly with clients in the office, including attorneys and advocates, are required to be in the office a minimum of three full days a week, except when additional remote work is approved by supervisor (see item B above). Staff whose duties require them to be in the office full time, such as the WOHAC front desk and mail clerk, shall be in the office five days a week. Part-time staff, such as BHAC mail clerk, whose duties require them to be in the office, will be in the office for the hours they work.
- I. HAC agrees that requests for telecommuting will not be unreasonably denied, and such flexible work arrangements shall not be unreasonably revoked.
- J. There will be times when all staff are required to be in the office, even though it is their telecommuting day. Examples may be all staff trainings, staff meetings, or other meetings as determined by management. When this falls on a previously scheduled telecommute day for a given staff member, the staff member is entitled to a different day for telecommuting that week. It is the responsibility of management to ensure minimum staffing per capacity as a result of this policy. 60-days notice will be provided for all mandatory in-person staff meetings, trainings, or events that fall on Fridays. No more than four mandatory in-person staff meetings, trainings, or events will be scheduled on Fridays per year. When a mandatory in-person staff meeting, training, or event is scheduled on a Friday, staff will receive two additional days to telecommute to be used within that month. Staff will schedule their two additional telecommuting days in consultation with their supervisor. Any employee with a provable prior commitment will be exempt from attending the mandatory meeting, training, or event.

## **ARTICLE 13 - EMPLOYEE BENEFITS – TIME OFF (TA 10/5/21)**

### **Section 13. 1 Holidays**

HAC will observe the following days as office holidays:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
President's Day  
Cesar Chavez Day  
Malcom X Day  
Memorial Day



Juneteenth  
Independence Day  
Labor Day  
Indigenous People's Day  
Veteran's Day  
Day before Thanksgiving shall be a half-day  
Thanksgiving Day and the day following  
Christmas Eve shall be a half-day  
Christmas Day  
New Year's Eve shall be a half-day

When one of the above holidays falls on a Saturday, the preceding Friday will be taken as a holiday. When one of the holidays falls on a Sunday, the succeeding Monday will be taken as a holiday.

On or before January 1 of each year, HAC shall notify all employees covered by this Agreement of the dates on which enumerated holidays will fall in that calendar year.

- A. Holidays During Paid Leave:** In the event that an employee is using accrued paid leave on an office holiday, that day will not be charged against the employee's accrued sick leave or vacation leave time. If a holiday falls while an employee is on State Disability Insurance "SDI" or Paid Family Leave "PFL," the employee will be paid holiday pay for that day for full integration with the SDI or PFL. If the holiday falls while the employee is using paid parental or caregiving leave (after PFL benefits), the holiday pay is included in and counted toward the number of total weeks of paid salary that the employee is entitled to be paid under the paid leave policy. If an employee is using intermittent paid caregiving leave in single days, intermittent paid leave does not need to be used when the leave falls on a holiday.
  
- B. Work on Holidays:** HAC may require individual employees to work on a holiday. Nonexempt employees required to work on a holiday will be paid 1.5 their normal base rate of pay for all hours worked. If an exempt employee is required to work on a holiday, HAC expects the employee to make such accommodations and may adjust their schedule as appropriate, so long as they meet their professional obligations.
  
- C. Holidays During Leave Without Pay:** Employees will not be paid for holidays occurring during a leave of absence without pay.

### **Section 13.2 Vacation**

Employees begin to earn and accrue vacation leave from the first day of employment, with the accrual rates based on the employee's length of service as set forth below. Changes to accrual rates shall occur on the first day of the month of the employee's anniversary of their hire date. All regular, full-time employees who have completed at least three (3) months of continuous service are eligible to take vacation.

## Length of Continuous Service Vacation:

First through fifth years: 20 days per year;

Upon completion of 5 years of employment: 25 days per year;

Upon completion of 7 years of employment: 30 days per year.

Part-time employees will be entitled to vacation leave accrued pro rata.

Vacation continues to accrue during paid time off. Once an employee reaches two times the amount of vacation they are entitled to accrue per year, the employee will stop accruing additional vacation until the employee's vacation accrual balance dips below this maximum cap on accrual. For example, employees with two years of seniority at HAC will reach their maximum cap when they have accrued 40 days of vacation. At that point, the employees will accrue no more vacation until the employees take time off and reduce their vacation accrual below the 40-day maximum cap. However, in the extremely unlikely event any employee who has accrued their vacation maximum cap and who has a vacation request denied shall have the option of either continuing to accrue vacation over the cap until they have taken enough time off to fall below the cap or opt to have enough of their vacation paid out until they fall below the cap.

Employees must submit requests for vacation to their direct supervisor for approval. If two or more employees submit requests covering the same period and both requests cannot be accommodated, preference shall be given to the employee with the greater length of service. Employees should not take or request vacation unless there is adequate case or intern supervision during the vacation period. Vacation days can be used for vacation or personal necessity at the employee's request. Any vacation time taken in excess of an employee's accrued vacation will be unpaid.

When an employee will be out of the office on vacation or for other reasons the employee will turn on the auto-reply email signature setting to indicate the expected length of absence and who to contact in their absence.

HAC will include vacation accrual and balance information on pay stubs. The accuracy of such information will be dependent on employees' timely submission of time records. Vacation pay is calculated at the employee's current hourly rate or salary. For non-exempt employees, paid vacation hours do not count as "hours worked" for purposes of calculating overtime.

Upon separation from Homeless Action Center, an employee shall receive the entirety of their unused accrued vacation in the form of wages.

### **13.3 Sick Leave**

#### **A. Accrual**

All employees who work 20 hours a week or more will accrue paid sick leave as of their first day of employment. Sick leave is accrued at the rate of one day per month by full-time

employees; sick leave is accrued pro rata by part-time employees. Employees shall accrue sick leave up to a cap of 36 days. Employees shall accrue sick leave during paid time off.

#### B. Compensation for Sick Leave

Employees will receive pay at their normal base rate for any sick leave taken. However, employees shall not be paid for any accrued but unused sick leave upon termination of employment and/or resignation.

#### C. Use of Sick Leave

Sick leave may be used as follows:

- For medical, dental or vision appointments for the employee or his/her/their family members;
- For preventive care;
- For prenatal care or pregnancy-related conditions;
- For personal illness or injury or disability including personal mental health;
- For care of a family member or pet who is ill, injured or receiving medical care, treatment or diagnosis; or
- For care or services related to being the victim of domestic violence, sexual assault, stalking or any other crime.
- For unexpected school closures of family members' schools.
- For mental health care, including therapy or any other self-care activity.

Definition of "family member:" Family member means any individual the employee considers to be their family member.

#### D. Reporting to the Office

An employee will, as soon as reasonably able, notify their supervisor when they are or will be absent due to illness. HAC recognizes that emergencies, accidents, and sudden illnesses sometimes will prevent advance notice of the need for leave. In such circumstances, employees need only provide notice as soon as practicable. However, to avoid malpractice, all advocates and attorneys remain responsible for meeting all case deadlines regardless of their absence. If a deadline falls on a day when the employee is absent, they are responsible for communicating that deadline to their immediate supervisor so another employee can ensure the deadline met.

#### E. Advance Sick Leave

When an employee's sick leave balance has been exhausted, the employee may request advance sick leave from HAC's HR Director. Advances of sick leave shall be at the discretion of management.

### **Section 13.4 Health Leave Donation Program (TA 11/13/22)**

**A. Policy Statement:** We recognize that employees may have a health or family health emergency that causes a severe impact to them resulting in a need for additional time off in excess of their available paid time off. To address this need all eligible employees will be allowed to donate sick time from their unused balance to the Health Leave bank in accordance with the policy outlined below. Donation of sick days is strictly voluntary and may not be solicited.

**B. Recipient Eligibility & Guidelines:** Employees who would like to make a request to receive donated sick time from the Health Leave Bank must have a situation that meets the following criteria:

1. **Critical or Severe Medical Condition.** The employee or his/her immediate family suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe medical nature and which would otherwise require the employee to take leave without pay. The employee must provide verification of the critical or severe medical condition from a licensed medical provider.
2. **Immediate Family Members.** Immediate family member is defined, for purposes of this section, as spouse, domestic partner, children, grandchildren, parents or stepparents, siblings, and parents or children of the employee's spouse or domestic partner .
3. This program is intended to offer partial wage replacement after the employee has exhausted all other possibilities for wage compensation.

**C. Donor Eligibility & Guidelines:** Employees who donate sick time from their unused balance to the Health Leave Bank must be employed for a minimum of 1 year, and must adhere to the following requirements:

1. Complete a Donation of Sick Time Form. All forms should be returned to Human Resources.
2. May do so twice in any calendar year
3. Donation minimum - 8 hours
4. Donation maximum - 48.0 hours
5. Must not have given notice of resignation Employees who donate time must have sufficient time (48 hours, after the donated amount) remaining in their balance and will not be permitted to exhaust their balances. Employees cannot borrow against future sick time to donate.

**D. Procedure:** Employees who want to receive donated sick time from the Health Leave Bank are required to complete a Request for Sick Time Form. The form and the verification from a licensed medical provider must be given to Human Resources. Employees who are requesting donated sick time may NOT make a personal request

of coworkers; doing so will disqualify them from participating in this program. In order to manage the emotions that surround a crisis, and respect the confidentiality of the recipient and donor, all requests and donations of time will be completely anonymous. HR will facilitate a Health Leave Bank donation drive twice each year. All donated time will go into a central donation bank and not for a specific emergency/crisis or for a specific employee.

- E. Approval:** Requests for donations of sick time must be approved by Human Resources (or equivalent) and the Executive Director. The amount of sick time given will be based on the amount of time available in the donation bank and the requestor's situation, but shall not exceed twenty (20) days for any single medical situation except for extraordinary circumstances approved by the Executive Director. Sick time granted to a requesting employee that is not needed will be returned to the donation bank. The recipient employee who wishes to use donated days must exhaust all other forms of paid leave and wage compensation before using any donated days.

## **ARTICLE 14 - WORKPLACE HEALTH AND SAFETY (TA 2/17/22)**

### **Section 14.1 Safety Policy**

- A. Homeless Action Center will work with employees to provide a safe and healthful work environment. No employee shall be required to work under conditions which the employee has a reasonable, good-faith belief are potentially injurious to their health. Any employee who is aware of such conditions, or any potential health or safety hazards, must immediately bring them to the attention of management. Once aware of potential health or safety hazards, management must address the hazards within a reasonable time period.
- B. Although it happens rarely, sometimes HAC needs to request that a client leave the office because they have become too upset, threatening, or disruptive to engage that day. This may escalate to the point that once the person leaves, we lock the door in order to decompress and to make sure the person doesn't come back.

If this happens multiple times, we may find the individual ineligible for HAC services. This is a decision that is made at the discretion of the ED and will be noted in Prevail and all staff will be notified through email.

If there is an escalated situation in which a client has to be removed from *any* of the HAC offices, please follow this protocol.

After the client is outside, shut and lock the door(s) to the building. Make sure that everyone is okay, including other clients who may have been in the office during the

incident.

As soon as reasonably possible, the person on duty OR most involved in the incident OR any managing attorney present should email ALL OF HAC. The email should have a subject line: FYI [name] just asked to leave [B,WO]HAC. The email should give a brief description of the person, behaviors to look out for, and the client's status, i.e. is this someone who is ineligible for services and can get no services, is it ok if they visit HAC again today as long as they are calmer, do they need to wait a couple of days.

The email should also give instructions for what to do if the person comes to another HAC office, i.e. we cannot serve this person at all, please ask them to leave; or if applicable, ask person to call their advocate or stop by tomorrow, etc.

At the discretion of the managing attorney and/or deputy or executive director, other offices may choose to lock the door for some period of time or take other action as reasonably necessary to ensure the well-being and safety of all staff and clients. If the client has been deemed ineligible for services, at some point that day, edit Prevail so that the individual's "ineligible" status is correctly documented in Prevail and other staff will have easy access to such information.

- C. HAC will institute a safety word or phrase with which an employee will immediately receive backup in their situation. Back up will consist of a manager and/or another employee assisting and/or possibly relieving the union member. When practicable, the staff member should first tell a manager that they need or want assistance in dealing with a client.

Incident Debriefing Reports: After an incident of violence or harassment involving a union member, an incident report will be completed by the member and referred to the Labor Management committee which shall make recommendations within 48 hours. To protect union members, files of clients who have harassed or assaulted union members and/or have been transferred will be marked in Prevail to prevent recurrence of such harassment or assault. Transportation – HAC will continue to allow bargaining unit members to exercise their own judgment in determining whether they are comfortable transporting clients in their personal vehicles or HACmobiles. HAC will continue to provide mileage reimbursements for employees who use their personal vehicles for HAC-related activities. HAC will create an account on a ridesharing app so employees do not need to use their personal accounts to aid clients in rides/transportation. HAC will regularly maintain HACmobiles and do bi-annual safety checks.

- D. DUTY: Phone duty and in-person duty shall be assigned to two different staff people each day. Shifts shall be evenly distributed among attorneys and advocate staff. With notice, attorneys and advocates can trade duty shifts with one another without interference from management. HAC shall maintain a uniform and up-to-date client and transportation resources manual to guide staff in assisting clients during duty.

Physical copies of this manual shall be available at both offices and an electronic copy shall be available on Sharepoint for those staff doing remote duty. Bargaining unit members are empowered to politely disengage from any interactions which they are not comfortable with or which they feel are no longer conducive to productively serving clients during duty. If this happens, the staff person should notify their duty supervisor immediately. If their duty supervisor is unavailable, another supervisor shall be notified immediately. If the staff member is unable to continue their shift for any reason, HAC will endeavor to provide someone to fill-in for them.

- E. OUTREACH: Non-outreach team bargaining unit members shall have the option of not engaging in outreach of clients at encampments or non-public spaces. Outreach specialists have the option of going out in pairs. HAC strongly encourages that all outreach by non-managers be done in pairs to ensure the safety of all staff.
- F. First-aid supplies are located in the office supplies areas of each office. The location of the nearest medical facility is posted in the office supplies area of each office. Homeless Action Center will create an emergency evacuation plan and will conduct regular practice evacuations.
- G. HAC shall ensure that all common areas and highly touched areas of the offices (bathrooms, kitchens, printers, doorknobs, light switches, etc.) are cleaned and disinfected regularly. HAC shall also address pest-control issues in a timely manner by hiring pest-control professionals to resolve the issue and prevent infestation. Should a bargaining unit member bring such pests home from HAC offices, HAC shall be responsible for the costs associated with exterminating the pests and eliminating the issue in the bargaining unit member's home.
- H. Every employee is required to know and comply with HAC's safety rules and to follow safe and healthy work practices at all times. Employees will report immediately any potential health or safety hazards, and all injuries or accidents.
- I. If HAC allows pets, then the pet policy attached as Appendix E shall be in full force and effect. The decision of whether or not to allow pets shall be at the discretion of management.
- J. UNIFORM GUIDELINES FOR NON-STAFF: HAC shall maintain uniform policies for all non-staff, including the requirement to check in at the front desk and wait at the reception area. If a client needs to use the restroom, they will be allowed to do so without being accompanied. Duty managers will ensure that the person leaves after restroom use if they have no other business in the building. During covid, staff will perform routine disinfecting of the immediate work area periodically during the day. Non-staff shall not bypass this requirement or wander through the offices freely if unaccompanied by a staff member. If an exception needs to be made for any reason, including performing work on the HAC premises, management will communicate this with staff within a reasonable amount of time prior to the non-staff person entering HAC premises. Because we share office space in Berkeley, we

have control over the space in cooperation with our suitemates, and cannot require them to do anything more than give notice of people on the premises to affected staff.

### **Section 14.2 Ergonomics and First Aid (10/28/21)**

HAC will provide employees with a yearly ergonomic training. In addition, HAC will provide each employee with an individual ergonomic evaluation upon request. HAC will procure recommended ergonomic equipment as needed, as soon as such equipment can be ordered and obtained after the ergonomic evaluation or after otherwise learning of an employee's need for such equipment. HAC shall not refuse to provide any ergonomic equipment recommended by the ergonomic evaluator or by an employee's doctor.

Employees shall promptly report any case of ergonomic injury or any discomfort due to work or job station or tool design to the manager.

First-aid supplies are located in the office supplies areas of each office. The location of the nearest medical facility is posted in the office supplies area of each office. Homeless Action Center will create an emergency evacuation plan and will conduct regular practice evacuations.

### **Section 14.3 Unsafe Air Days (TA 6/6/22)**

During any time when the air quality is affected by smoke, air pollution, or any other cause, HAC will assess whether it is safest for clients and staff to close either or both of our offices. An air quality index value of 150 or above will trigger the decision to close either office. Since values can fluctuate between locations and over time, HAC will use the most localized information to make the decision.

Upon request, any staff member shall be provided an air purifier to maintain safe air quality while working from home. If staff already own air purifiers, HAC will similarly provide new filters for their machines upon request if needed during times when air quality causes them to work from home.

On days when the air quality in the East Bay area is poor (150 or above) due to fires or other issues, staff are permitted to work from home. Any staff member who is particularly vulnerable to poor air quality because of a medical condition should follow protocols that are best for their health. Staff will notify their managers as soon as practical that they will need to be out due to air quality either for sick time or to work from home.

### **PET POLICY - SEE APPENDIX**

### **ARTICLE 15 – LEAVES OF ABSENCE (TA 6/21/22)**

An employee who takes leave under any part of this article remains responsible for ensuring that all deadlines are met by communicating such deadlines to their immediate supervisor at the time the leave begins or immediately thereafter. Failure to communicate any deadlines may be grounds for discipline including and up to termination and may invalidate the applicable leave provisions. Staff agree to file for any wage replacement benefits for which



they are eligible. Employees shall continue to accrue sick and vacation time during paid time off.

#### A. FAMILY AND MEDICAL LEAVE

HAC will provide all employees with family and medical leave benefits wider the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Coordination of the two statutes will be determined on a case-by-case basis. The statutory provisions with the more generous benefits will be applied in each case. Staff agree to file for any wage replacement benefits for which they are eligible to facilitate integration of benefits. Detailed benefit information is set forth in HAC's Personnel Manual.

#### B. PARENTAL / PREGNANCY LEAVE

Regular employees may take up to six (6) months parental leave. The employer shall pay the employee's full salary for four (4) of those months. Employees may elect but shall not be required to exhaust their accrued sick and vacation leave before using paid parental / pregnancy leave. Staff agree to file for any wage replacement benefits for which they are eligible during their leave. Integration of benefits will occur for anyone on a Parental or Pregnancy leave. Detailed benefit information is set forth in HAC's Personnel Manual.

An employee who returns to work at the end of their leave will be returned to their former position on the same terms.

#### C. INTEGRATION OF BENEFITS

If a staff member is on leave and is eligible for wage replacement benefits due to disability, HAC will pay out accrued sick time and vacation time less the amount of the wage replacement benefit. These benefits include Workers' Compensation, State Disability, Paid Family Leave, Long-term Disability Insurance, and any other wage replacement benefit that the staff member might be entitled to. The combined total of the wage replacement benefit and any payment from HAC may not exceed the staff members normal salary as of the time the leave commenced.

Staff members who are on a leave where they are eligible for one of the wage replacement benefits noted here must apply for those benefits as soon as possible, and provide payment amounts and timing to Human Resources so that benefits integration can take place.

#### D. BEREAVEMENT LEAVE

All employees who suffer a death of a friend or family member will be given up to two (2) weeks of paid bereavement leave which will not count against the employee's sick or vacation time. Bereavement leave pay is calculated at the employee's normal rate of pay. Additional unpaid leave may be given upon approval of a supervisor. In

that circumstance, the employee may elect to use accrued vacation, sick leave, or leave without pay. For the purposes of bereavement leave, family shall be defined by the employee.

#### E. ELECTION DAY LEAVE

Employees who are registered to vote and who do not have sufficient time to do so during non-working hours may take up to two hours off with pay in order to vote on each official election day. The paid time will be taken at a time mutually agreed upon by the employee and their supervisor, normally at the beginning or end of the regular working shift. Prior notice of at least one working day is required.

#### F. JURY AND WITNESS DUTY

HAC will provide employees paid time off to serve, as required by law, on a jury or grand jury or to appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order. An employee who is receiving paid time off under this section will not have any loss of accrued sick leave or vacation leave. Exempt employees who work any portion of a workweek in which they also serve on jury duty or appear as a witness will receive their full salary for that week.

#### G. PUBLIC SERVICE-RELATED LEAVE OF ABSENCE

##### Volunteer Civil Service Leave

Employees will be granted paid time off up to a maximum of 10 days to perform emergency duties as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Otherwise, employees will be granted time off without pay to continue to perform emergency duties up to a maximum of 30 days. Employees may substitute accrued vacation for any unpaid portion of leave to perform emergency duties under this policy.

##### Civil Air Patrol Leave

Employees who are volunteer members of the California Wing of the civilian auxiliary of the U.S. Air Force (Civil Air Patrol) shall be granted Civil Air Patrol Leave in accordance with California law.

##### Military Leave

Employees may take up to five cumulative years of leave time for service, voluntary or involuntary, in the uniformed services in accordance with State and Federal Law.

##### Military Spouse Leave

Employees who work more than 20 hours per week and have family member(s) in the Armed Forces, National Guard or Reserves who have been deployed during a period of

military conflict will be given up to 10 unpaid days off when their family member(s) are on leave from military deployment, in accordance with State and Federal Law.

#### Other Military-related Leaves

Employees may take up to 26 weeks of leave to care for a service member or veteran with a serious health condition who is a parent, spouse, domestic partner, child or next of kin of the employee, as defined under the FMLA. The amount of paid time off provided will be determined by the Caregiving Leave policy. Employees also must apply for PFL benefits (if eligible) under the Caregiving Leave policy.

Employees also may take up to 12 weeks of unpaid leave for any qualifying exigency arising out of the fact that the employee's parent, spouse, domestic partner or child is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Military exigencies include short notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities arising out of the military exigency.

#### H. LEAVE FOR EDUCATIONAL/DAYCARE PURPOSES

Employees who are parents, guardians or grandparents having custody of a child in a licensed day care facility, kindergarten or grades 1-12 will be granted up to 35 hours time off without pay (except as provided below), per calendar year, but no more than eight hours in any calendar month: (1) to participate in the activities of schools or licensed child daycare facilities attended by their children, (2) to enroll or visit a school or child care facility, or (3) to address a child care emergency. Non-Exempt (hourly) employees will be granted 7 hours of paid time under this section. Employees wishing to take time off for this purpose shall provide their manager with reasonable notice of the planned absence. Employees may use accrued vacation for the unpaid portion of time off under this section.

#### I. LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING OR OTHER VIOLENT CRIME

HAC will provide unpaid time off to an employee who has been the victim of domestic violence, sexual assault or stalking or other violent crime or who is the family member (as defined in the sick leave section above) of a victim of domestic violence, sexual assault or stalking to help ensure the health, safety or welfare of the domestic violence victim. This includes, inter alia, time off for court proceedings, counseling, medical attention, and participation in safety planning programs. Employees may use accrued vacation or sick pay for this time off. The organization also will provide reasonable accommodation for a victim of domestic violence, sexual assault, or stalking who requests an accommodation for the safety of the victim while at work, unless such accommodation constitutes an undue hardship to the organization's business operations. HAC will require no proof or documentation of the circumstances.

Employees need only let HR know that they need access to Crime Leave, or if an employee is uncomfortable with sharing any information, they may also request a Mental Health Break. Staff will apply for any wage replacement benefits for which they are eligible under this provision.

#### J. SABBATICAL LEAVE (TA 11/3/22)

HAC staff shall become eligible for a sabbatical leave on the date he or she completes the fifth consecutive year of full-time employment with HAC. Employees who have been employed on less than a full-time basis for any part of the five-year eligibility period or who have been on an approved leave of absence shall become eligible for sabbatical leave on the date he or she completes the equivalent of five consecutive years of full-time employment. Each subsequent five-year period of employment with HAC shall constitute a new sabbatical eligibility period, regardless of whether or not accrued sabbatical leave has been taken. Time spent on sabbatical leave shall not be included in computing the next five-year eligibility period.

Sabbaticals are not vacations and an employee will not be paid for unused sabbaticals when he or she leaves HAC. Employees do not acquire a right to a partial sabbatical leave if they have worked less than five consecutive years.

Sabbatical leave shall be applied for at least 5 months prior to the desired date of commencement of leave. The Director shall approve or deny leave applications within one month of receiving the application, subject to the following limitations: (1) no more than two (2) employees may be on sabbatical leave at any one time, and (2) where the efficient management of HAC requires such adjustment, the Director may request that the employee alter either or both the end and start dates for the sabbatical period.

Sabbatical leave shall be for a period of 20 consecutive working days or holidays. Sabbatical leave shall consist of ten (10) days fully paid, plus ten (10) days of vacation time. At the Director's discretion, additional leave may be approved for a maximum period of 2 months, on the following terms: 1-month sabbatical leave (sabbatical plus vacation) at the current salary plus up to 1 month additional leave in any combination of leave without pay plus accrued paid vacation leave, as desired by the applicant.

During the sabbatical leave, all regular employee benefits in effect at the commencement of the sabbatical shall be maintained and paid by HAC to the extent permissible by HAC's insurance carriers. However, during the sabbatical leave, the employee shall not accrue further sabbatical eligibility or vacation or sick leave.

Employees who take sabbatical are expected to remain employed at HAC for at least one year. Starting the 7<sup>th</sup> month after return from sabbatical, HAC will begin to "pay back" the 10 days of vacation time used for sabbatical leave. For the twelve pay periods beginning with the 15<sup>th</sup> of the seventh (7<sup>th</sup>) month, the employee will receive, in addition to regular accrued vacation, 5.83 hours of vacation time per pay period. By

the end of the 12<sup>th</sup> month after returning from sabbatical, the employee's 10 days of vacation will be fully refunded.

All employees covered by this agreement are eligible for a sabbatical. As HAC's sabbatical policy has been in effect for more than five years, all employees covered by this agreement are automatically covered by the sabbatical policy as of their hire date. The layoff and recall provisions of this Agreement shall apply to permanent employees on sabbatical leave.

#### K. DISCRETIONARY UNPAID LEAVE

A permanent employee may request an unpaid discretionary leave of absence by submitting a written request to the Executive Director stating the reason for the leave and the proposed duration. Leaves may be granted at the discretion of the Executive Director. If a discretionary leave is granted, a date shall be set for the end of the leave, and the employee shall have a right to return to employment on that date. If the employee's position is vacant, he or she may return on a date earlier than the established ending date provided prior approval of the Executive Director has been received.

Absent good cause, a permanent employee who does not return from a discretionary leave on the specified date and has not received the written approval of the Executive Director for an extension of leave shall be deemed to have resigned effective the day following the employee's scheduled return.

The layoff and recall provisions of this Agreement shall apply to permanent employees on discretionary leave. When the leave of absence is not due to disability, fringe benefits such as health, dental and life insurance will continue for sixty days, after which they are terminated until the beginning of the month in which the employee returns to work. Employees will not accrue additional vacation or sick leave while on leave. Health plan, life, dental or disability contributions ordinarily made by the Employer beyond the last day of the first month of leave may be made by the employee at his or her own expense to the extent-permitted by the applicable plan and by federal law, COBRA.

#### **ARTICLE 16 - BARGAINING UNIT WORK (TA 5/12/21)**

The parties agree and the Union acknowledges that the duties of management may often overlap with bargaining unit members' duties. For example, although the Deputy Director is a non bargaining unit position, the position involves the practice of law, hands-on case work, working on grants, engaging in litigation, all other activities related to program work, and assisting others in the organization as appropriate for the efficient operation of the organization and maximum use of the organization's resources. The performance of these or any duties by management that may overlap with those of bargaining unit members shall not cause an erosion of the unit through demotion, layoff, or attrition.

## **ARTICLE 17 - TERM OF AGREEMENT AND RATIFICATION**

This Agreement shall be effective [REDACTED] through April [REDACTED], 2026. Either party may give formal notice of its desire to commence negotiations for a successor agreement, unless otherwise mutually agreed. Bargaining for a new agreement will begin on a date that is mutually agreed by parties, but is not later than April 2026.

This tentative agreement is effective upon ratification from the membership and approval by the ESC Executive Board and the HAC Executive Board.

## **ARTICLE 18 - PROMOTIONS AND PROFESSIONAL DEVELOPMENT (TA 8/2/22)**

The parties agree that the professional development and support of all staff is a priority for the organization, as is the improvement of the organization's overall performance. To address this priority, supervisors will encourage all employees to participate in relevant training and development programs in order to maximize their job performance and to increase their promotional opportunities. To that end, HAC will provide regular and meaningful feedback, guidance, goal-setting, and training for all staff.

### **Section 18.1 Professional Development Plans**

Program policies and annual performance evaluations shall contain regular feedback, guidance, and a professional development plan for each employee aimed at enhancing the employee's professional knowledge, skills, and abilities, within their current job description, as well as growth opportunities.

HAC encourages professional development for all employees. Supervisors share the responsibility with staff in ensuring that there are opportunities offered for professional development. Staff may avail themselves of any of the professional development opportunities if they want to. Supervisors can help staff identify opportunities of interest to them, and will plan prospectively for this during annual reviews. All employees shall receive an annual review. All annual reviews shall include a discussion of a professional development plan, and updates will be made as necessary. The professional development plan shall set forth training, practice, achievement, and similar goals relevant to the employee's work, and shall be completed jointly by the supervisors and the employee.

### **Section 18.2 Promotional Opportunities**

All vacant positions and newly created positions shall be posted internally for a minimum of five (5) days prior to being posted externally.

All promotional opportunities for non-attorney, non-advocate positions shall be posted internally for a minimum of five (5) days prior to being posted externally.

The promotion process for attorneys and advocates are described in Article 36 Senior Staff Attorney.

If a position becomes available, preference will be given to qualified internal applicants for promotion, provided they submit an application within the application period listed on the posting. Current employees will be given the opportunity to interview prior to interviewing external candidates. When evaluating internal candidates, the Employer may consider, among other things, the following criteria:

- A. Whether the employee meets the minimum qualifications for the position listed in the job description,
- B. Whether the employee has satisfactory job performance as evidenced by all of the following:
  1. The last performance evaluation was not "improvement needed;"
  2. The absence of written warnings during the prior twelve (12) months in the employee's personnel file; and
  3. References from the employee's immediate supervisor or, when applicable, supervisees.
  4. Whether the employee has satisfactory attendance, meaning that the employee has not been warned in writing for attendance problems during the prior twelve (12) months.

Notwithstanding the foregoing, HAC management retains the right to make a final decision with respect to promotional hires and nothing in this paragraph shall prohibit HAC from opening up any recruitment to external candidates.

All internal promotions, including promotion to management positions, shall be subject to Homeless Action Center's hiring process as described in Article 8, Posting and Filling New/Vacant Positions.

### **Section 18.3 Trainings and Reimbursement**

#### **A. Internal Training**

HAC recognizes the value of training for all employees. Training will be provided during onboarding of new employees, when the employee's manager determines it is necessary for an employee to acquire a new job-related skill or in order for the employee to perform their job, or where the manager determines the training may assist the employee in job advancement. The manager and the employee will identify the needed training and submit it for approval. Expenses associated with training which the employee's department requires and/or authorizes an employee to attend will be fully covered by HAC, and such training will occur on work time.

HAC is an approved MCLE provider, and will offer trainings throughout the year in legal areas relevant to our practice. Some of these trainings will be mandatory, and others for interested people.

HAC will also provide trainings in other skills relevant to work at HAC, such as de-escalation and managing vicarious trauma.

Training may also be provided at the request of an employee, and/or at suggestion of the Labor Management Committee, or the Anti-white Supremacy Committee.

#### B. External Trainings

HAC will make funds available in its annual budget for employees to attend approved outside trainings, courses, or conferences that are related to the employee's job duties. An employee may request HAC to fund their attendance at a training, course, or conference. Factors to be considered in approving these requests are whether the employee has demonstrated basic competency in their position and is meeting the minimum expectations of their position including consistently maintaining a full caseload, and whether the training, course, or conference is in an area relevant to HAC practice, whether the employee has been funded to attend another training, course, or conference in the current fiscal year, and whether funds remain in the budget.

HAC will also endeavor to send staff to conferences and courses that are directly relevant to our work, such as the NOSSCR conference. HAC will determine how many people can be sent, and invite parties to express interest. If there is more interest than slots, HAC will devise a way to fairly select participants.

An employee attending an approved training during working hours shall be paid at their regular rate of pay during such attendance. Approved trainings shall be treated as work time for all purposes.

#### C. Cross Training/Diverse Workload

Any employee of HAC can attend any training that HAC provides for attorneys and advocates and encourages all staff to attend and participate in all HAC-specific trainings scheduled throughout the year.

### **ARTICLE 19 - GRIEVANCE PROCEDURE (TA 2/16/23)**

The purpose of the procedures set forth herein is to provide the parties with an orderly means of resolving differences which may arise between them.

#### A. Grievance

1. Definitions: A grievance is defined as a formal complaint concerning the interpretation or enforcement of the terms and provisions of this Agreement.
2. Timeliness: A formal grievance may be submitted to the party being grieved no later than fifteen (15) business days after the party knew or should have known of the occurrence of the events giving rise to the alleged grievance,



or within twenty (20) business days of initiation of the informal conflict resolution process.

3. Adherence to Time Limits:

- a. The parties agree that grievances should be raised and settled promptly.
- b. Homeless Action Center (“HAC”) will notify employees who are the subject of disciplinary actions other than verbal counseling that they may request Union representation so that the Union may review the process and respond within the set time limits.
- c. Failure of any party to proceed within any time limit delineated in this article will constitute a waiver of the claim.
- d. The time limits in this section may be extended by mutual written agreement.

4. Time Off for Grievance Meetings: The employee and their designated shop steward will be granted reasonable time off with pay for participation in grievance meetings with management representatives.

B. Informal Conflict Resolution Process

The parties acknowledge that, ideally, concerns or complaints regarding any right, duty or obligation covered by this Agreement should be settled at the lowest possible level. Consistent with this principle, employees are encouraged to initially raise any concerns through an informal conflict resolution process with their supervisor.-The appropriate Management and Union representatives will make themselves available to participate in the informal conflict resolution process.

If an employee is unsatisfied with the informal conflict resolution processor if the issue involves their supervisor, they may escalate the issue by filing a formal grievance with the Union, Human Resources and/or the DEI Director, Deputy Director or Executive Director.

An employee is not required to pursue this informal conflict resolution process prior to the filing of a formal grievance.

C. Formal Grievance Procedure

Step 1- Filing of Grievance

An aggrieved party may submit a written grievance to Human Resources and/or the Union, or a designated alternate, and include a description of the complaint, identifying the step in the process, the people involved, the specific sections of this agreement that were violated, an explanation as to how and/or why the-party believes such sections were violated (as needed), and the remedy that is being sought.

## Step 2 – Investigation by Human Resources or Designee

1. Investigation: Following receipt of the notice of grievance, Human Resources or their designee will have twenty (20) working days to investigate the grievance and schedule a review meeting to attempt to settle the dispute. Such review meeting shall include the individuals directly involved.
2. Resolution: If Human Resources or their designee is unable to settle the dispute within 20 days of receipt of the grievance, Human Resources or their designee will provide a written determination and disposition of the grievance to the employee and to the Union within fourteen (14) working days after the conclusion of the investigation.
3. Extension of Time: Any party may seek a reasonable extension of time to investigate or respond to a grievance except that extension may not be longer than 20 additional days from the conclusion of the investigation, without the express written consent of the parties.

## Step 3 – Mediation

If the Union does not accept the determination of Human Resources or their designee, the Union has twenty (20) working days from the receipt of the determination to request that the parties participate in mediation as set forth below.

1. The parties will jointly select between either the assigned federal mediator or by alternately striking from a slate of seven (7) mediators provided by the Federal Mediation and Conciliation Service (“FMCS”).
2. A grievance mediation meeting shall be scheduled within thirty (30) working days of the request for mediation subject to the schedule of the mediator.
3. Neither Homeless Action Center nor the Union will be bound by any recommendation of the mediator.

## Step 4 – Arbitration

If mediation in Step 3 fails to resolve the grievance, then within twenty (20) working days of the date on which the mediation concludes, the Union may refer the grievance to arbitration. The Union will notify Homeless Action Center in writing of its intention to arbitrate the dispute.

1. Selection of an Arbitrator

The Arbitrator will be selected by the Union and Homeless Action Center. If the Union and Homeless Action Center cannot agree upon an arbitrator, either side may request that the FMCS supply a list of seven (7) names of arbitrators who, if possible, are members of the National Academy from the metropolitan

area. Within ten (10) working days of the receipt of this list, the arbitrator will be selected from this list by the alternative striking of names (the first strike being determined by a flip of a coin), and the last name remaining will be the Arbitrator.

## 2. Arbitration Hearing

- a. Arbitration will be scheduled as soon as possible, considering schedules of the representatives of Homeless Action Center and the Union. In discharge cases, both parties shall make every effort to ensure that the arbitration hearing be completed within one year of the date of discharge.
- b. The hearing will be closed unless the arbitrator rules otherwise. Arbitration hearings under this agreement will be conducted in accordance with the Rules of the American Arbitration Association. The arbitrator will preside at an arbitration hearing at which the parties will have the opportunity to present evidence and argument in support of their positions, and to confront and cross-examine each other's witnesses. The parties may be represented by counsel of their own choosing at the arbitration hearing, provided each party notifies the other of the contact information for their counsel at least ten (10) working days prior to the hearing, and provided further that each party will be responsible for their own attorney's fees. Each party will be allowed to subpoena witnesses, to present sworn testimony and documentary evidence, and to cross-examine opposing witnesses. They may also present oral arguments to the arbitrator in support of their position, or, if either party wishes, they may submit briefs to the arbitrator summarizing the evidence and containing argument, provided that such written material also be presented to the opposing party.

## 3. Resolution

- a. After the hearing, the Arbitrator will render a decision, which will be final and binding on all parties. The Arbitrator will base the decision and the award, if any, on the facts, briefs, and arguments presented at the hearing.
- b. The Arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provisions of this Agreement or the established policies and practices of Homeless Action Center, unless such policies or practices are inconsistent with the provisions of this Agreement.
- c. The Arbitrator will base the decision and the award, if any, on the facts, briefs, and arguments presented at the hearing.
- d. Where an arbitrator finds that an employee was discharged without cause but that reinstatement is inadvisable under the circumstances, then they may award front pay and fringe benefits (or the value of fringe benefits if there are provider/plan restrictions) in lieu of reinstatement for a period not to exceed twelve months.

## 4. Expenses

The expenses of arbitration will be divided equally between HAC and the Union. The expenses will include transcription costs and payment to the Arbitrator. Transcription may be waived by mutual agreement of Homeless Action Center and the Union.

HAC and the Union each will bear its own expenses of representatives and witnesses, and each will bear its own attorneys' fees, if any.

**ARTICLE 20 - NONDISCRIMINATION, REASONABLE ACCOMMODATION, ANTI-HARASSMENT, AND ANTI-RETALIATION (10/28/21)**

HAC is an equal employment opportunity employer and does not discriminate on the basis of race, color, religious creed, sex (including pregnancy), gender, national origin, ancestry, citizenship, age, medical condition including genetic characteristics, mental or physical disability, military or veteran status, marital status, family responsibilities, caregiver status, sexual orientation, gender identity (including transgender status), gender expression, weight, height, linguistic characteristics (such as accent and limited English proficiency where not substantially job-related), citizenship status, status as a victim of domestic violence, sexual assault, or stalking, HIV/AIDS status, or any other basis prohibited by law.

HAC also prohibits discrimination based on a perception that an individual has any of the characteristics of the protected classes listed above, and further prohibits discrimination against an individual who is associated with a person who has, or is perceived to have, any of those characteristics.

HAC commits to making the work facilities barrier-free and accessible for all applicants and employees in accordance with the law, and will make reasonable accommodations in accordance with the law, provided such accommodations do not constitute an undue hardship.

HAC will establish and maintain a work environment for its employees that is free from all forms of discrimination, harassment and/or retaliation. Such conduct will not be tolerated by HAC, either by its employees or agents, including supervisors, non-supervisors and directors, or by non-employees such as job applicants, volunteers, clients, or employees of vendors or outside contractors. Any claim of discrimination, harassment and/or retaliation will be taken seriously and will be addressed swiftly. HAC policy regarding discrimination, harassment and retaliation, and the procedures for making a complaint regarding any such conduct, are set forth in the organization's Personnel Manual.

**ARTICLE 21 - TEMPORARY EMPLOYEES (TA 2/16/23)**

For the purposes of this Agreement, a temporary employee is an individual hired to work full- or part-time, on a short-term or project basis, in an existing covered position or in what

would be considered a new covered position under Section 23 of this Agreement. Temporary employees are excluded from the bargaining unit.

#### A. General

Temporary Employees may be hired on either a full- or part-time basis, for staff special projects of limited duration; to temporarily fill the position of a recently departed employee; to temporarily fill a new position until a regular employee is hired; to provide temporary assistance based on certain needs (such as a specific case, grant or trial); to provide temporary coverage for regular employees who are on pre-approved leave; and to include summer law clerks, law students, law clerk interns, and Fellows with fellowships lasting less than 6 months.

Exclusions: Notwithstanding the foregoing, the Union and Employer agree that the following positions are excluded from the bargaining unit entirely—summer law clerks, law students, law clerk interns, and fellows with fellowships lasting less than 6 months, except that all such individuals, if hired to work and paid by HAC as employees (such as summer law clerks and fellows), will be entitled to sick leave benefits as required by law. However, the Employer agrees that for fellowship opportunities lasting at least six months, the fellow will be covered by this Agreement, including salaries and benefits. If a fellowship provides a salary to the fellow, HAC will supplement the salary such that the fellow makes the equivalent of an employee at the same level. Such fellows shall not earn or accrue seniority under this Agreement, unless they subsequently are hired as regular employees. To the extent that the terms of a fellowship conflict with this Agreement, the terms of the fellowship shall govern and shall supersede this Agreement.

#### B. Use of Temporary Employees

1. A Temporary Employee may be used for a period not to exceed the length of the special project or the length of the leave of absence for which the employee was hired to cover, provided such period does not exceed one year in duration, with the exception of grant-funded positions if the grant period is for up to two years, in which case the period may be two years. This period may be extended by mutual agreement of the parties. Homeless Action Center cannot rotate these employees in-and-out of a position in order to provide a continuously filled position; however, if hired to cover someone on a leave of absence, the temporary employee may be retained for an additional, second temporary period to cover an extension of the original leave of absence or to cover a second, different employee who is on a leave of absence.
2. Any full-time Temporary Employees retained beyond the special project or leave of absence time frame, or such other mutually agreed upon timeframe, will become a regular full-time employee with all rights and benefits as provided in this Agreement. There are two exceptions to this rule:
  - i. If the special project for which the temporary employee was retained is not completed in the timeframe expected, then the temporary employee's term may be extended with agreement of the Union until

the project is completed without converting to regular full-time employee status; and

- ii. In the case of temporary staffing replacement for an employee leave, the temporary period may be mutually extended to match the length of the employee's projected leave of absence without converting the temporary employee to regular employee status. Temporary employees will be paid the salaries and wage rates provided for under this Agreement. Temporary employees also will be eligible for holidays, vacation, sick leave and medical benefits as provided under this Agreement, but will not be eligible for pension benefits.

#### C. Limits on use of Temporary Employees, Fellows, Law Clerks and Volunteer/Pro Bono/ Special Counsels

HAC will not use temporary employees or other special types of employees to replace or reduce the current level of staffing and hours for regular part-time and full-time employees, or to postpone or avoid posting new regular positions. Homeless Action Center will not use volunteers to replace or reduce the current level of staffing and hours for regular part-time and full-time employees. The Labor Management Committee periodically may review the use of temporary employees/volunteers/etc. to provide input on their effect on workload and staffing requirements.

Management will not implement any background or credit score checks during the hiring process without prior notice to the Union, except as required by law or by the terms of any applicable contract between HAC and its funder(s). The parties acknowledge that the California State Bar requires that licensed attorneys submit fingerprinting to the state's Department of Justice and, if such submissions reveal reportable information, the DOJ shares this information with HAC as a matter of practice.

#### **ARTICLE 22 - INTRODUCTORY PERIOD (8/4/21)**

An employee's first three (3) months at HAC will be regarded as an introductory period. During this period, the employment relationship is terminable at will. "At will" means that HAC may terminate the relationship for any reason, with or without cause, and with or without notice. "At will" also means that HAC may terminate the employee for any lawful reasons, with or without cause. Employees serving an introductory period shall be covered by all provisions of this Agreement other than the grievance procedure for discipline/discharge matters. This provision will also apply to former employees who have applied for new positions with HAC, with the exception of employees who were laid off and subsequently recalled within one year. Fellows who have been hired as staff attorneys upon completion of their fellowship will not be required to serve a new introductory period, unless their fellowship was for less than 6 months.

#### **ARTICLE 23 - EXIT INTERVIEWS (TA 10/25/21)**

Upon layoff, voluntary resignation, or separation from Homeless Action Center for reasons other than termination, an employee is currently offered an exit interview with the

Human Resources Manager (or equivalent). The interview will take place prior to separation. The employee will be offered the opportunity to provide feedback in writing in lieu of a formal interview.

An employee shall not be compelled to participate in an interview with any specific person or compelled to participate in the interview process at all. Except where disclosure or investigation is required by law, the information in the exit interview will be kept confidential by HAC. The departing employee may share this information with anyone they choose to.

Except where disclosure or investigation is required by law, the departing employee shall be provided the opportunity to determine whether some or all of the information disclosed in the interview shall be kept confidential or may instead be disclosed to the Labor Management Committee. The employer will maintain detailed written records of the interviews and will work with the Labor Management Committee to address departing employees' concerns.

#### **ARTICLE 24 - BARGAINING UNIT POSITIONS (TA 4/28/22)**

The bargaining unit shall include all non-management staff, except temporary workers, including but not limited to the following classifications:

Admin/Development Associate  
Administrative Assistant  
Advocate  
Front Desk Clerk  
Intake Clerk  
IT Coordinator  
Staff Attorney  
Outreach Specialist  
Resident Manager  
Program Aide

Or any of the above positions with a Senior designation.

#### **ARTICLE 25 - BAR EXAMINATION, BAR LEAVE, AND PROFESSIONAL DUES (TA 10/20/21)**

**Section 25.1** Employees desiring to take the California bar exam may, upon approval by the Executive Director, be entitled to a leave of two months. Employees should request such leave no later than three months before the desired leave except by mutual agreement. Employees must use all accrued but unused vacation during this bar exam leave. Once all vacation time has been exhausted, the remainder of the leave will be paid as salary continuation by HAC.

Employees on bar exam leave will continue to be eligible for medical, dental and vision insurance, but will not accrue additional vacation or sick leave while on leave. Subsequent requests for bar exam leave for employees needing to take the bar more than one time must be presented at least two months prior to the desired leave except by mutual agreement to the Executive Director who has the sole discretion to grant or deny such request.

**Section 25.2** The Employer shall pay the California State Bar dues for staff attorneys. These dues shall be paid directly to the State Bar. At the discretion of the Executive Director, HAC will pay local or county bar dues if such membership is reasonably related to the performance of the staff attorney's duties. New attorneys will promptly notify the designated individual for dues to be paid, and dues will be paid timely, before the point late fees are incurred. If late fees are incurred due to HAC not paying bar dues on time, HAC will pay for the fees. HAC will not pay for any additional donations to the bar along with the bar dues and will not be responsible for late fees incurred due to an attorney not communicating properly with the designated individual at HAC.

**Section 25.3** HAC will reimburse reasonable pre-approved expenses for the purposes of attending professional development and/or continuing legal education programs reasonably related to the performance of the staff attorney's duties.

#### **ARTICLE 26 - EQUIPMENT AND EXPENSE REIMBURSEMENT (TA 5/23/22)**

HAC shall reimburse employees for all actual work-related expenses incurred by the employee in the course of the employee's appropriate work activities, including but not limited to, filing fees, copying costs, and transportation.

HAC shall provide employees a \$50 monthly technology stipend for use of personal electronic devices. HAC shall continue to provide equipment for all employees at the same level as prior to ratification to comfortably complete their duties.

Discussion regarding monthly technology stipends for use of personal electronic devices will be revisited once a full office reopening has been completed.

Work-related use of a personal car shall be reimbursed at the prevailing Internal Revenue Service rate per mile, plus parking and toll charges. Use of public transportation to a work-related event will be reimbursed at actual cost.

Travel costs (including transportation, meals and accommodations) outside the Bay Area, defined as the counties of San Francisco, San Mateo, Santa Clara, Alameda, Napa, Sonoma, Marin, and Contra Costa, shall be reimbursed provided there has been prior approval by the employee's supervisor. Employees shall make every effort to obtain the lowest reasonable costs for fares and accommodations. When traveling outside the Bay Area, staff shall be reimbursed for meals, excluding alcohol, at an amount not to exceed \$50.00 a day.

#### **ARTICLE 27 - WORK TIME (TA 5/23/22)**

##### **Hours of Work**



The normal work week for all full-time HAC employees will consist of 35 hours.

### **Breaks**

Non-exempt employees shall be entitled to take a paid 15 minute rest period for every four (4) hours of work or major fraction thereof. Non-exempt employees are also provided with an unpaid 30-minute meal period to be taken by the fifth hour of the workday. The below chart is an illustration of meal and rest periods in relation to hours worked.

<b>Hours Worked</b>	<b>Rest Periods Provided</b>	<b>Meal Periods Provided</b>
Less than 3.5	None	None
3.5 - 5	One rest period	None
5 - 6	One rest period	One meal period
6 - 10	Two rest periods	One meal period
10 +	Three rest periods, then one additional rest period for each additional four hours worked.	Two meal periods, then one additional meal period for each additional five hours worked.

### **Change in Regular Hours**

The employer must give fifteen (15) working days notice to the employee and the Union before an employee can be required to change their regular work schedule, except when the employee is required to work overtime.

### **Non-Exempt Employee Work Time**

#### Overtime

Except when an alternative work schedule has been authorized by HAC, the term "overtime" will mean more than eight (8) hours worked in a day, or more than forty (40) hours worked in a week, exclusive of meal breaks, by employees classified as non-exempt under the federal and state overtime regulations. Non-exempt employees will be paid time-and-one-half (1.5) for hours worked in excess of forty (40) in any one workweek, for the first four (4) hours in excess of eight (8) in any one workday, and for the first eight (8) hours on the seventh consecutive day of work in any one workweek. Overtime at the rate of

double the employee's regular pay will be provided for all hours worked in excess of twelve (12) in one workday, for all hours worked in excess of eight (8) on the seventh consecutive day of work in one workweek.

#### Limits on Work Time

Absent exceptional circumstances, non-exempt employees will not be required to work more than twelve (12) hours in any given day or fifty (50) hours in any workweek.

#### **Exempt Employee Work Time**

##### Exempt Employee Compensatory Time

We recognize it is sometimes required that employees work in excess of thirty-five (35) hours a week. Those who do so will be granted hour-per-hour compensatory time off.

Employees may accumulate up to five (5) days of compensatory time and such time will not be subject to expiration. It is recommended that all compensatory time-off be taken within two months of the date the additional time was worked. Exempt employees will not be paid in lieu of taking compensatory time off. Exempt employees will enter all hours worked into the timekeeping system.

The culture of HAC encourages employees to limit their work to thirty-five (35) hours a week in order to maintain a healthy work life balance. We recognize this is especially important given the taxing nature of our work. Employees should work together with their managers to ensure they are not regularly working over thirty-five (35) hours a week.

### **ARTICLE 28 - DIVERSITY, EQUITY, INCLUSION, AND JUSTICE COMMITTEE (TA 10/21/22)**

Up to 5 members of the bargaining unit are entitled and encouraged to serve on the DEIJ Committee at HAC at any given time. A one-year commitment to the committee is required, including attendance at monthly meetings and sub-committee meetings, and participating in organizing staff trainings and caucusing activities (approximately 2-5 hours per month). A corresponding case load reduction will be made (1-2 cases) in order to ensure ability to participate in the work of the Committee.

The purpose of the DEIJ Committee is to ensure to the greatest extent possible that HAC management and staff are well-informed about DEIJ initiatives, develop an annual workplan that includes recommendations for any changes in policies at the agency level, and to affirm our commitment to DEIJ principles. The goals and guiding principles of the DEIJ Committee will be established in collaboration by all members of the committee. The DEIJ Committee will also include members of management and will be chaired by HAC's Director of Diversity, Equity, Inclusion, and Social Impact.

The DEIJ Committee is charged with the responsibility of addressing any policies, procedures, or cultural practices that negatively impact our staff and client communities. The DEIJ Committee promotes our agency's commitment to eliminating bias and

discrimination in hiring, supervision, professional development and client relations. Quarterly, to the extent allowed by law, the committee will review and assess information regarding race, ethnicity, disability status, gender identity and LGBTQIA+ identity, age, class and any other factors that impact staff and clients in their engagement with HAC. To that end, members of the DEIJ Committee are encouraged to participate in hiring committees and exit interviews when requested by outgoing staff. Each hiring committee shall have at least one bargaining unit member from the DEIJ committee, on a rotating basis, as available.

The DEIJ Committee will periodically update all staff and management on its initiatives, projects, training opportunities, and emerging issues. The Committee will report at least annually to the agency as a whole their progress on any initiatives that the Committee has undertaken in the previous year, and get input and feedback from all staff, with a focus on staff impacted by specific issues, about what the workplan for the next year should be.

If any member of the DEIJ Committee decides that an issue or concern is not being addressed adequately by the DEIJ Committee, they may bring their concerns to the Labor/Management Committee for further consideration and/or action. It is the intention of labor and management to have fulsome discussions and resolution of any emerging issues in an open and transparent manner.

#### **ARTICLE 29 - JOB DESCRIPTIONS (5/23/22)**

HAC will work with employees to develop realistic and detailed job descriptions for each new position. The function of job descriptions is to help in determining the primary duties and responsibilities in each job and in determining whether an employee is properly classified. They are not intended to precisely define the exact duties to be performed.

In the event HAC wishes to make substantial changes to an existing job description, Homeless Action Center will provide notice of the changes to the Union and to any impacted employees. The Union may request to meet to discuss the proposed changes within (10) working days of receipt of such notice, or on a mutually agreed upon timeline. Pending the Union's request to discuss, HAC may not move forward with implementing the proposed changes.

#### **ARTICLE 30 - DISCIPLINE AND DISCHARGE (2/16/23)**

No permanent employee shall be disciplined or discharged except for just cause. Discipline may include written warnings, suspension, and discharge. The employee shall be informed they have the right to have a union representative present at any meeting held pursuant to this Article provided that obtaining the presence of that representative does not delay the meeting or discipline more than 48 hours. The employee can waive their right to an in person meeting if they would prefer to get notice in writing. If the employee has requested a meeting with management and a union representative, any warnings or notices pursuant to this Article shall be provided to both the employee and the union not less than 48 hours in advance of the meeting.

Section 1. Prior to engaging in progressive discipline, the employer shall conduct a thorough investigation of the alleged facts and circumstances pertaining to the employee's conduct, which may include a face to face meeting with the employee if the employee prefers a meeting over notice in writing. Prior to such a meeting, the employer shall inform the employee of the right to union representation at all steps in the process. During the investigation, the employee may be placed on paid administrative leave. At the conclusion of the investigation a written description of the alleged conduct and/or inadequate or unsatisfactory job performance and expected corrective behavior, if any, shall be provided to the employee.

Section 2. The employer shall engage in reasonable progressive discipline, except in cases of gross or willful misconduct. Such progressive discipline shall consist of:

Step 1: A written warning, including corrective action or a Performance Improvement Plan to be taken and copies of any documentary evidence supporting the allegations shall be issued within 30 days of events giving rise. Where such documentary evidence is voluminous, the warning will inform the employee of the right to inspect and to copy such evidence;

Step 2: If corrective action is not taken, or there is a repetition of previous behavior, a second written warning, and a renewed performance improvement plan when appropriate which may include a suspension without pay for up to five (5) working days. Before returning to work, a suspended employee and his or her managing attorney or supervisor must adopt a corrective action plan addressing the conduct, acts or omissions which led to the disciplinary action.

Step 3: May discharge with the reason specified in writing.

Section 3. When an employee commits an act or omission constituting gross or willful misconduct, the disciplinary process may start at Step 2 with a written warning, and written suspension notice without pay, or immediate discharge depending on the severity of the offense.

Section 4. Prior discipline will not be used in assessing future discipline unless said prior discipline occurred within the previous twelve (12) months and is relevant to the current issue.

Section 5. Weingarten Representation: Before participating in any investigatory meeting that may lead to discipline, an employee may request that a Union representative be present. The employee may not insist that any particular Union representative be present. It is not the intent of the parties to convert such meetings into adversarial proceedings. The role of the Union representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. HAC retains the right to insist on hearing the employee's

own account of the matter(s) under investigation. This Article does not apply to meetings at which discipline is simply to be administered or delivered by HAC to the employee.

### **ARTICLE 31 - SUCCESSORSHIP (TA 9/15/21)**

**Section 31.1** This Agreement shall bind the signatories hereto, as well as their successors and assigns for the duration of the term set forth by this Agreement.

**Section 31.2** HAC shall give reasonable advance notice to the Union of any proposed merger or consolidation and shall advise the third party of the terms and conditions of this Agreement prior to concluding any such transaction.

### **ARTICLE 32 - SAVINGS CLAUSE (TA 5/23/22)**

No policies or manuals promulgated by Homeless Action Center shall derogate or detract from the rights or benefits granted to the employees by express provisions of this Agreement.

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid or unenforceable by operation of law or by any Board, agency, or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement will continue in effect. The parties shall promptly meet to negotiate a replacement for the invalid provision. If there is any conflict between the provisions of this Agreement and any legal obligations imposed on HAC by federal or state law, such legal obligation will be controlling.

### **ARTICLE 33 - MANAGEMENT RIGHTS (TA 11/28/22)**

Homeless Action Center will continue to have all of the rights as an employer as it previously held. With the exception of the terms that are expressly provided in this Agreement, HAC retains all traditional rights to manage and direct its affairs and its business in all its various aspects, and to manage, direct and supervise its employees; to direct, plan, control and determine all operations; to change or eliminate existing means, processes, and methods of materials, equipment, and facilities and/or to introduce new or improved ones; to utilize at its discretion suppliers and subcontractors; to determine what products or services, if any, shall be performed, handled, or distributed by employees and/or where they shall otherwise be performed, handled, or distributed, by other employees or by other persons not covered by this Agreement;; to schedule and assign work to bargaining unit employees, supervisors and/or other employees; to transfer employees to work on any job; to establish, schedule, ; to assign overtime; to establish qualifications for hire and conditions for continued employment; to select, evaluate, train, hire, promote, demote, and

transfer employees and assign work as needed; to suspend, discipline and discharge employees consistent with Article 30 Discipline and Discharge; to establish and enforce work and performance standards and to change those standards for either existing or new jobs; to determine whether and to what extent the work required in HAC's business shall be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to establish, make, revise, and enforce rules of conduct and safety rules consistent with Article 14 Workplace Health and Safety; to lay off or otherwise relieve employees from duty because of lack of work or for other reasons consistent with Article 10 Reductions in Staff; to close all or a portion of any office covered by this Agreement; and/or to sell, relocate, or in any other way to dispose of or convert all or a portion of such office.

It is recognized that HAC has the right and discretion to manage its business and direct its employees as it deems proper, and the exercise by HAC of any function, power, authority, or right reserved or retained by it that is not specifically and clearly limited by the express terms of this Agreement shall not be the subject or basis for any grievance or arbitration under this Agreement. The non-exercise by HAC of any such function, power, authority, or right in a particular manner, shall not be deemed a waiver of the right of HAC to exercise such function, power, authority, or right or to preclude HAC from exercising same in some other manner, so long as it does not conflict with an express provision of this Agreement, and shall not be the subject or basis for any grievance or arbitration under this Agreement. This statement of specific rights will not be construed as a waiver of any other rights that have been previously held by Homeless Action Center.

This article is not intended to limit the employer's obligation to bargain with the Union consistent with the NLRA, nor does it waive the Union's right to argue that past practice applies.

## **ARTICLE 34 - EMPLOYEE BENEFITS – INSURANCE PLANS & SALARY PLACEMENT**

### **Section 34.1 Medical Insurance**

HAC will continue to maintain the same or similar level of medical coverage for the duration of this Agreement. HAC will cover 100% of premiums for employees. Employees will be responsible for any copayments or deductibles.

### **Section 34.2 Dental Insurance**

HAC will continue to maintain the same or similar level of dental coverage for the duration of this Agreement. HAC will cover 100% of premiums for employees. Employees will

be responsible for any copayments or deductibles.

### **Section 34.3 Vision Insurance**

HAC will continue to maintain the same or similar level of vision coverage for the duration of this Agreement. HAC will cover 100% of premiums for employees. Employees will be responsible for any copayments or deductibles.

### **Section 34.4 Dependent Coverage**

HAC will offer medical, dental, and vision insurance for dependent children of employees, and will pay 100% of premiums for dependent children. HAC will offer medical, dental, and vision insurance for employees' spouses or domestic partners. For employees with dependent children who are on the HAC plan, HAC will pay 50% of the premium for spouses or domestic partners, as defined by the insurance plan. The remaining 50% will be a pre-tax deduction from the employee's regular paychecks. For employees without children, or whose children are not on the HAC plan, HAC will pay 100% of the premiums for employees' spouses or domestic partners.

### **Section 34.5 Life Insurance**

Term life insurance in the amount of \$150,000 per employee shall be provided at HAC's expense for all regular full time employees.

### **Section 34.6 Short-Term Disability Insurance (SDI)**

Employees may be eligible for short-term disability insurance benefits through the State of California SDI program for a non-occupational injury or illness.

### **Section 34.7 Long-Term Disability Insurance (LTD)**

Long-term disability insurance shall be provided at HAC's expense for all full time regular employees.

## **ARTICLE 35 - RETIREMENT AND SAVINGS PLANS**

### **Section 35.1 Retirement Plan**

The Employer will establish a tax-sheltered plan under IRC section 403b available to all permanent Employees after two months of employment.

- A. All eligible employees may elect to reduce their compensation by a specified amount and have that amount be contributed to their retirement plan as an elective deferral. There are two types of elective deferrals: Pre-Tax Deferrals and Roth Deferrals.

- B. The Employer shall contribute a mandatory non-elective gift to the retirement plan each year, with contributions paid monthly, in the following amounts: four percent (4%) of the Employee's salary. Should funding be reduced to the organization, the parties will meet and confer within ten (10) days to negotiate HAC's 403b contributions

### **Section 35.2 Dependent Care Flexible Spending Account (Dependent Care FSA)**

HAC shall provide an employee self-funded Dependent Care Flexible Spending Account for all interested eligible employees. Employees of HAC may reduce their salaries and use pre-tax dollars to pay for childcare or the care of a disabled dependent through HAC's Dependent Care Flexible Spending Account.

### **Section 35.3 Health Flexible Spending Account (Health FSA)**

HAC shall provide an employee self-funded Health Flexible Spending Account for all interested eligible employees. Employees of HAC may reduce their salaries and use pre-tax dollars to pay for qualified medical expenses not covered by the medical insurance policies through the Flexible Spending Account.

### **Section 35.4 Transportation-commuter Benefits/ Qualified Transportation Fringe Benefits Program**

HAC shall continue to subsidize at the rate of 50% commuter benefits program. Employees of HAC may elect to reduce their salaries and use pre-tax dollars to pay for transit passes, bicycle expenses, and/or qualified parking up to allowable limits with HAC matching the contribution.

### **Section 35.5 Loan Assistance Repayment Program**

- A. HAC's Student Loan Repayment Assistance Program (LRAP) is available to all HAC employees who are eligible for benefits and who are currently making monthly payments on student loans used for their own education.
- B. HAC shall pay each employee with student loans \$200 per month to go toward loan repayment.
- C. There is no subsequent required term of service associated with HAC's LRAP benefit. HAC's LRAP is not a loan, and there is no expectation of repayment to HAC in relation to this benefit.
- D. HAC's LRAP may be used to make payments on private as well as government loans, as long as they were used to further the employee's education. The LRAP covers loans acquired for undergraduate, graduate and professional studies.
- E. Employees are not eligible to receive HAC's LRAP benefit for any full or partial month(s) during which they are on unpaid leave.



- F. HAC's LRAP shall not supplant any other loan repayment assistance that an employee is already receiving.
- G. Participating HAC employees are responsible for submitting appropriate documentation and signing a verification that participation in HAC's LRAP does not interfere with other repayment assistance that an employee is receiving.

## **ARTICLE 36 - LEVEL II AND SENIOR STATUS (TA 2/16/23)**

### **Section 36.1 Level II Status**

All bargaining unit employees at HAC will reach the Level II designation upon completing three steps at the organization, unless they are on a PIP when that happens. If they are on a PIP, they will reach Level II status upon successful completion of the PIP. Attaining Level II status will come with a salary bump up, as well as a change in title. Staff who begin as Advocates and become Attorneys later will attain Attorney II status on the third anniversary of becoming a Staff Attorney.

It is expected that Level II employees will continue to perform the duties of regular status with an increased level of competence due to their tenure.

Level II employees shall be invited to assist in training that is relevant to their position; and participate in other professional development opportunities, especially those opportunities that will provide them the necessary experience to meet the criteria of Senior Status according to availability and interest. Level II Advocates and Attorneys shall be invited to assist in providing outside trainings in conjunction with Senior Attorneys/Advocates or Managing Attorneys/Advocates.

Management reserves the right to grant an employee Level II status earlier if they come to HAC with prior relevant experience.

### **Section 36.2 Senior Status**

All bargaining unit employees at HAC will become eligible for Senior Status after completing 5 steps at the organization, of full-time, continuous employment. For Advocates and Attorneys, this includes maintenance of a full caseload. There shall be no limit to the number of Senior Status positions. Management reserves the right to promote employees to a senior position earlier, if the employee has prior relevant experience (in public benefits advocacy) and it is warranted by the performance of the employee.

No employee shall be promoted to Senior Status if currently on a PIP, but will become eligible upon successful completion of the PIP.

Elevation to Senior Status shall be at the discretion of the employee's direct supervisor, in conjunction with the senior Manager, and the Deputy Director, based on the following criteria:

1. Proper, effective, and efficient performance of job duties;
2. Willingness and ability to perform the job duties of a senior position upon promotion;

3. Demonstration of problem-solving abilities with regard to caseload and/or program matters;
4. Demonstration of commitment to HAC's mission and values;
5. Leadership within the organization;
6. Mentoring ability with volunteers and/or staff as appropriate;
7. Contributions in furthering the goals, objectives, and reputation of HAC. This may be shown, among other ways, by:
  - a. participation and leadership in community groups;
  - b. leadership in dealing with outside organizations/funders;
  - c. organization of HAC-wide projects or activities;
  - d. demonstrated leadership within HAC by participating in or organizing trainings, participating in new attorney or intern training, or creating handouts or materials.

Upon promotion to Senior Status, employees will be expected to continue competent performance of duties, as well as participate in a range of activities that include training, managing projects that HAC undertakes, or other professional development activities. Appropriate caseload adjustments will be made to account for any other duties that are undertaken by Senior Staff Attorneys.

In order to ensure that all employees understand the process and receive appropriate feedback, it is agreed that:

- A. All new hires shall be given this article and a senior job description.
- B. At the annual evaluation following completion of 4 steps of employment at HAC, a review of the employee's performance on the criteria above shall be included unless the employee rejects, in writing, the opportunity for senior promotion.
- C. At least 6 months before an employee's eligibility for promotion to senior status, the employee's direct supervisor must meet with the employee and give a status report on progress toward the senior position. At this meeting, if the supervisor does not believe the employee is on track for promotion, the supervisor must explain why and what steps the employee must take in order to be promoted. The Deputy or Executive Director may waive this requirement if they expect to promote the employee as soon as they are eligible under this contract. An employee may waive this meeting if they are not currently interested in promotion. Any waiver shall be documented by the employee's supervisor.

Employees who are promoted to Senior Status are expected to perform the job duties of the senior position. Management reserves the right to return a senior employee to a non-senior position. If management pursues such a demotion, Management will comply with the Discipline and Discharge Article.

## **ARTICLE 37 - SALARY PLACEMENT (TA 1/9/23)**

### **Section 37.1 - Salary Setting**

New hires will be placed on the salary scale according to the below criteria and shall be placed at the Step that corresponds to the year in which they are gaining experience (i.e. 1 year + 1 month = Step 2).

An Employee hired for a non-Attorney (Outreach Team, Advocates, and Admin/Support Staff) position shall earn one (1) year experience credit for:

- Each year of work related to the work of the organization; each year of service working on SSI/SSDI applications and
- Every three (3) years of directly relevant experience gained prior to being employed by HAC and not otherwise included above.

This includes employees who are hired for an Advocate position who hold a JD degree but are not admitted into the Bar association (upon admission to the Bar Associations the employee will be reclassified as an Attorney). All applicable stipends and education differentials will be applied.

An Employee hired for an Attorney position must be currently admitted in a US Bar Association. An Employee hired for an Attorney position shall earn one (1) year experience credits for:

- Each year of law practice, including time spent in preparation for one bar examination, following graduation from law school in a United States jurisdiction.
- Each year of service as a clerk to a state or federal judge prior to admission to a United States jurisdiction bar; each year of service working on SSI/SSDI applications prior to the admission to a United States jurisdiction bar and/or law school graduation
- Every one (1) years of international legal practice; and
- Every three (3) years of directly relevant experience gained prior to admission to a United States jurisdiction bar and/or law school graduation and not otherwise included above.

Employees advance to the next step on the pay scale at the start of the new fiscal year (July 1st). Anyone capped at the top of the corresponding wage scale will receive an annual 1% increase thereafter.

At completion of (3) years at HAC all employees will automatically move to Level II Status and receive an additional one-time 3% on top of their 2% step increase. Once on the Level II Status Scale for their classification, employees will receive a yearly 2% increase.

At completion of (5) years at HAC all employees become eligible for Senior Status. Once an employee is granted Senior Status (see Article 36 Senior Staff Attorney for more

information regarding eligibility) employees will receive an additional one-time 3% on top of their 2% step increase. Once on the Senior Status scale for their classification, employees will receive a yearly 2% increase.

Prior to ratification, current employees will be placed on the appropriate step based on their current step and the new guidelines above. If there is disagreement about correct step placement, the employee, union, and HAC will meet and confer prior to ratification. All wage increases will be retroactive to 1 July 2022.

### **Section 37.2 Cost of Living Adjustment**

Every year on July 1st the salary scale will increase by at least 3% to provide a cost of living adjustment (COLA). Should HAC experience financial distress, wherein payment of a cost of living adjustment is not possible, HAC will notify the union to meet and confer within five (5) days to discuss exceptions to the COLA agreement.

### **Section 37.3 Language and Education Differentials**

Any employee who has received an advanced social work degree, or other relevant post graduate degree, from an accredited institution shall receive an additional \$354 per month (\$4,250 per year).

Any employee who has received a Juris Doctor degree or the equivalent thereof from an ABA or state accredited law school but is not on the Attorney scale shall receive an additional \$437 per month (\$5,250 per year).

Any employee who qualifies for more than one post-degree differential (i.e. someone with a post-grad degree and a JD) will be eligible only for one differential; whichever is the highest.

An Employee who is fluent in a language other than English and who regularly uses that language in the performance of their job duties, shall receive \$125/mo (\$1,500 per year) for oral proficiency and \$125/mo (\$1,500 per year) above their base pay for written proficiency. An employee can receive one or both differentials. Current employees who are fluent in a language other than English and who regularly use that language in performance of their job duties shall receive the differential. Employees newly hired to HAC shall be subject to the Employee's demonstrated competence to perform these duties, including passage of an oral or written test approved by the Employer, to determine eligibility for the bilingual differential.

## **APPENDIX A - WAGE SCALE**

### **APPENDIX B - RETENTION AND RECRUITMENT BONUS**

HAC will pay a recruitment incentive bonus of \$500.00 to any employee who personally recruits a newly appointed staff attorney or staff advocate, upon hiring. HAC will pay a retention incentive bonus of \$1000.00 to that same employee upon the newly appointed staff attorney or advocate's one-year hiring anniversary. Recruitment and retention incentive bonuses are subject to federal, state and local taxes.

The recruiting employee is responsible for notifying Human Resources with a statement that they recruited the new employee, and again on the recruited employee one-year anniversary.

If the recruiting employee leaves HAC prior to the one-year anniversary of the recruited employee, the \$1000 bonus will be forfeited and will not be owed at the time of departure, or on the anniversary of the recruited employee.

This incentive will remain in place while HAC has determined that staff attorney/advocate positions are likely to be difficult to fill in the absence of an incentive due to scarcity of qualified applicants, competitive job market trends, or any other qualifying means determined by the agency.

If these conditions cease to exist in the future, HAC retains the right to pause or discontinue the RRB. In the event that HAC pauses or discontinues the RRB, the employer shall pay any outstanding bonuses for newly hired and/or retained employees.

### **APPENDIX C - IN-PERSON DUTY (MOU 2/16/22)**

Starting Tuesday, April 4, staff attorneys and advocates will be scheduled to do a combination of in person drop- in shifts and helpline phone shifts. This is a temporary situation until a full reopening of in person drop- in can be achieved COVID safely. Reopening will be discussed by both parties each month and will occur for all staff as soon as practical given the uncertainties of the current pandemic situation.

#### **In Person Shifts**

Starting Monday, April 4 advocates and attorneys will be scheduled for 1-2 in person drop in shifts a month. Drop-in service hours will remain at pandemic hours for now: Monday, Tuesday, Wednesday and Thursdays from 1pm to 5pm.

Three people shall be assigned to each 4-hour afternoon shift (a mail person, attorney/advocate, manager). The manager shall play an active role and be available at all

times to answer questions or step in during a shift, as well as help enforce masking and social distancing.

Bargaining unit members are able to politely disengage from any interactions which they are not capable of managing on their own, or which they feel are no longer conducive to productively serving clients during duty. If this happens, the staff person will notify the duty supervisor immediately. If their duty supervisor is unavailable, another supervisor shall be notified immediately. If the staff member is unable to continue their shift for any reason HAC will endeavor to provide someone to fill-in for them.

Bargaining unit members who are not able to attend their scheduled shift are responsible for finding a replacement. If a bargaining unit member is unable to attend their scheduled shift or must leave early due to illness, or other emergency, the supervisor on duty will find a replacement.

Shadowing shifts shall be scheduled for employees who have never done drop-in shifts before, or a duty manager can sit with the employee during their first two shifts to provide personal instruction. Curbside mail and brief services shall continue until further notice.

HAC staff members will continue to use sanitizing and cleaning procedures for pens, burner phones, etc. Masks are mandatory until further notice. Masks will be required for all staff. Staff shall offer masks to clients outdoors. Bargaining unit members who are not comfortable serving clients who refuse to wear a mask shall inform the duty supervisor at the beginning of the shift. Duty supervisors shall take over serving unmasked clients. Gloves shall be provided for staff if they want them.

HAC shall maintain its current level of regular janitorial service.

Since there are more staff at WOHAC than BHAC, management will first ask for volunteers from WOHAC to work shifts at BHAC to allow for equal distribution of shifts. If nobody volunteers, then management will randomly assign WOHAC staff to fill in the gaps in the BHAC schedule.

**There are two ways to opt out:**

1. With a reasonable accommodation form if you are unable to get vaccinated or immunocompromised, along with a doctor's letter stating that you are unable to perform in-person work due to your condition and risk for contracting Covid-19.
2. With an exemption form if you live with or care for someone who is unable or too young to be vaccinated or who is immunocompromised.

Reasonable accommodation and exemption forms will be distributed to all of staff, with a minimum of one month to complete and return them.

**Helpline**

Phone duty shifts will be two hours (2 people to a shift); staff attorneys and advocates shall be scheduled for 2-3 helpline two hour shifts a month. The two-hour shift is temporary, and as progress toward reopening takes place the 4-hour shifts will resume.

Any HAC staff attorneys or advocates who file reasonable accommodation or exemption forms to opt-out of participating in the drop-in services will be scheduled for 4-5 two-hour helpline shifts a month

### **Roll-out**

An info session will take place about all of this where the final written plan is shown and distributed with an opportunity to ask questions. At the meeting, staff should be informed that they could be assigned up to two 3 or 4 hour shifts in-person duty shifts per month. A timeline will be distributed that includes:

1. The due date for accommodation and exemption forms (on or before March 22nd)
2. The date by which management will approve or deny all accommodation and exemption requests and how to appeal if denied and any such appeal deadlines. (on or before March 29, 2022)
3. The date the schedule will be posted. (on or before March 21, 2022)
4. Training dates. (on or before April 1)
5. Start date. (on April 4th)

A substantive training shall take place before in person duty begins by Jen and Heather (date TBD).

The start date shall be late enough to accommodate the timing for notification of policy, return of forms and ample notification before training so people can accommodate schedules.

This agreement shall be revisited for negotiation if staff attorneys or advocates are scheduled for more than two in person duty shifts a month.

This agreement shall be subject to the attached grievance procedure.

## **APPENDIX D - OFFICE REOPENING**

### **OFFICE REOPENING - PHASE 1 (MOU 4/21/22)**

#### **Introduction**

Since March 11, 2020, in response to public health “Shelter in Place” orders, all HAC offices have remained closed to the public, except for in-person duty, outreach work, reception, and mail work. As of June 15, 2021, most COVID-19 restrictions have been lifted. However, COVID-19 remains a concern.

Based on the need to serve homeless clients without access to communications devices, and the safety of staff members, the parties agree to a phased reopening. The phased reopening will start with each office operating at 50% capacity, including bargaining and non-

bargaining unit staff, as determined by the available workspaces at each location. The Oakland office has 53 workspaces, so no more than 27 staff will return, and the Berkeley office has 33 workspaces, so no more than 17 staff will return. Additionally, the phased reopening will allow one drop-in client in each office at a time for brief legal services and one additional drop-in client in each office to use the bathroom, during drop-in hours. This phased reopening will be evaluated by both parties at 60 days including but not limited to the safety of both staff and clients, as well as the provision of services. The second phase of the reopening will commence at the conclusion of the first phase of the reopening. This plan will be subject to modification if necessary in order to be compliant with Alameda County Department of Public Health, Cal/OSHA and CDC regulations and guidance.

Key Principles of Phase One of the HAC COVID-19 Office Reopening Action Plan (“Phase One”) incorporates the following principles:

- The main objective in developing Phase One is to balance staff needs for increased office use and better serving clients, especially those who lack access to stable technology/internet.
- There are different levels of privilege among staff and clients when it comes to vaccination status, vulnerability to the virus, and exposure to public spaces. Reasonable, consistent safety measures will allow HAC to be an integrated and accessible part of the community. With that in mind, the parties will endeavor to allow clients regular, consistent access to the offices to meet with their advocates or attorneys.
- Prioritization of access to the office by staff and clients should reflect HAC’s commitment to equity and inclusion in both our staff and the greater community.

HAC management and the Bargaining Team will review and assess the phased reopening of HAC’s offices at least every two months. If the pandemic changes or worsens, as defined by local, state or federal public health entities and accompanying protocol changes, it will trigger an immediate re-negotiation. Otherwise, the following phase will be negotiated at the two month mark.

### **General Guidelines**

- All staff must continue to complete the COVID-19 Self Assessment form prior to entering an office to allow for contact tracing.
- All staff and visitors must continue to wear masks when inside the office at all times. HAC will provide surgical masks for staff and client use.
- All staff in the office shall maintain physical distancing when possible in meetings or interacting with others in the office or in common space in the office building.
- For Phase One of the Reopening Plan, maximum capacity for the Office is 50% of office capacity based on the number of available workspaces in each office. The parties agree that the goal is to fully reopen the offices as soon as it is safe and possible.
- It is an office expectation for everyone to adhere to general safety precautions which includes regular hand sanitizing and hand washing, and wiping down common area



- surfaces. HAC will provide cleaning supplies.
- Replace mask as soon as you are done eating/drinking.
  - All staff are required to notify HR if they contract covid, need to quarantine, and generally cannot attend work due to covid infection or exposure. There has been in effect since the beginning of the office closures due to covid an anonymous form that can be sent to HR to report any concerns about covid. Staff will use this form if they are unable to communicate directly with HR or their manager.
  - Staff who feel unwell should not come into the office.
  - Confidentiality will be maintained as required by law.
  - A person who has tested positive for COVID and/or has been symptomatic may return to the office after receiving a negative test.

### **Office Guidelines**

- Offices remain semi-closed to the public and may only be used for HAC staff, and any scheduled or unscheduled appointments. If there is a conflict, hearing and/or psych evals will be prioritized for use of the meeting room at WOHAC. No more than 3-6 clients will be in the offices at any time. Clients will be required to wear masks inside the offices.
- In-person client meetings should be limited to those that are necessary and cannot be easily conducted remotely, including:
  - When a client does not have reliable access to internet/technology;
  - Preparation for a hearing or to meet a case deadline;
  - To build trust and rapport (e.g., initial client meeting); or
  - When necessary to protect the client's health and safety and/or privacy.
- For the Oakland office, staff attorneys and advocates may meet with clients in the office at front desk, one in the meeting room, one at the tables up front, one each in the Meghan office and Mary/Ann office and Dog-free room office, and 3 in the main office space, not to exceed 6 total.
- For the Berkeley offices, it is allowable for staff attorneys and advocates to meet with clients in the backyard (2), at the front table in BHAC North (1), at the front desk in BHAC south (1), at the area under the loft (1), in the loft (1), in the front office at BHAC North (1), in the back office at BHAC North (1) or in any empty office space (2).
- It is the responsibility of the staff attorneys and advocates to ensure that their clients complete a covid screening form.

### **Drop-In Clinic Guidelines**

- During Phase One, staff attorneys and advocates working the drop-in clinic may assist one client inside the HAC office at a time with brief legal services, such as applying for public benefits or calling the social security office. Each HAC office will make available a desk, computer, a phone, and two chairs in the reception area, so the attorney/advocate can comfortably meet with drop-in clients. Additionally, one client at a time may enter the HAC office to use the bathroom.
- The attorney or advocate assisting the client is responsible for ensuring that the client

wear a mask and complete the Covid screening questionnaire prior to entering the office. While the staff attorney or advocate is assisting a client inside, the managing attorney or advocate on duty will help drop-in clients outside by distributing mail, assisting with brief services that can be completed outside, and maintaining a queue of clients waiting for services that require meeting indoors.

### **Accommodations**

There are four ways for attorneys and advocates to opt out of working in the office:

1. With a reasonable accommodation form if you are unable to get vaccinated or immunocompromised, along with a doctor's letter stating that you are unable to perform in-person work due to your condition and risk for contracting COVID-19.
2. With an exemption form if you live with or care for someone who is unable or too young to be vaccinated or who is immunocompromised.
3. Any ADA recognized accommodation.
4. Any pre-COVID accommodations that had been approved.

Reasonable accommodation and exemption forms will be distributed to all staff, with a minimum of two weeks to complete and return before in person work resumes. People can volunteer to return to work and if at least 17 staff at BHAC and 27 staff at WOHAC volunteer for Phase One, then management will not require others to return. Should less staff volunteer to return to work in Phase One, management will choose based on tenure with the most recently hired staff prioritized. In person work resumes one month after both parties reach agreement.

### **OFFICE REOPENING - PHASE 2 (MOU 7/13/22)**

As per the Tentative Agreement reached on 21 April 2022, the phased office reopening will be evaluated by both parties at 60 days including but not limited to the safety of both staff and clients, as well as the provision of services. Based on the need to serve homeless clients without access to communications devices, and the safety of staff members, the parties have agreed to a phased reopening. The parties agree that the goal is to fully reopen the offices as soon as it is safe and possible.

The CDC provides weekly updates regarding county-based Covid-19 community levels (e.g., cases, deaths, community transmissions) using "high", "medium", and "low" indicators. Once Alameda County Covid Community Levels reach and stay at "low" for 30 days, staff will be notified that in-person work will resume two (2) weeks later at full capacity. If Alameda County Covid Community Levels return to "medium" thereafter, the parties will meet and confer within five (5) days. If Alameda County Covid Community Levels return to "high," Phase One of reopening will immediately take effect.

Key Principles of Phase Two of the HAC Covid-19 Office Reopening Plan incorporates the following principles:

- The main objective is to balance staff needs for increased office use and better

- serving clients, especially those who lack access to stable technology/internet.
- There are different levels of privilege among staff and clients when it comes to vaccination status, vulnerability to the virus, and exposure to public spaces. Reasonable, consistent safety measures will allow HAC to be an integrated and accessible part of the community. With that in mind, the parties will endeavor to allow clients regular, consistent access to the offices to meet with their advocates or attorneys.
  - Prioritization of access to the office by staff and clients should reflect HAC's commitment to equity and inclusion in both our staff and the greater community.

### **Staff and Client Capacity Levels**

In the second phase of reopening, two (2) weeks from the day staff are notified, each office will operate at staff capacity of two-thirds including bargaining and non-bargaining unit staff, as determined by the available workspaces at each location. The Oakland office has 53 workspaces, so no more than 34 staff will return, and the Berkeley office has 33 workspaces, so no more than 22 staff will return.

People can volunteer to return to work and if at least 22 staff at BHAC and 34 staff at WOHAC volunteer to return, then management will not require others to return. Should less staff volunteer to return to work, management will choose based on tenure with the most recently hired staff prioritized. The Flexible Work Tentative Agreement is considered in effect for the purposes of this agreement, prior to ratification of the full Collective Bargaining Agreement.

Offices remain semi-closed to the public and may only be used for HAC staff, and any scheduled or unscheduled appointments. If there is a conflict, hearing and/or psych evals will be prioritized for use of the meeting room at WOHAC. No more than eleven (11) clients will be in the WOHAC office at any time. No more than nine (9) clients will be in the BHAC office at any time. In-person client meetings should be limited to those that are necessary and cannot be easily conducted remotely.

For the Oakland office, it is allowable for staff attorneys and advocates to meet with clients in the following spaces not to exceed ten (10) total. This does not include drop in clients.

- one (1) in the meeting room
- two (2) at the tables up front
- one (1) each in the Meghan office and Mary/Ann office and Dog-free office (3 total)
- four (4) in the main office space

For the Berkeley offices, it is allowable for staff attorneys and advocates to meet with clients in the following spaces not to exceed nine (9) total. This does not include drop in clients.

- two (2) in the backyard
- one (1) at the front table in BHAC North
- one (1) in the front office at BHAC North

- one (1) in the back office at BHAC North
- one (1) at the area under the loft at BHAC South
- one (1) in the loft at BHAC South
- two (2) in any empty office space

All clients may be accompanied by either a support person or child, and this does not contribute to the overall client capacity number limit. Clients and their support person/child will be required to wear masks inside the offices.

### **Drop-In Clinic Guidelines**

In addition to the client capacity delineated above, staff attorneys and advocates working the drop-in clinic at WOHAC may assist one (1) client inside the HAC office at a time with brief legal services, such as applying for public benefits or calling the social security office.

In addition to the client capacity delineated above, staff attorneys and advocates working the drop-in clinic at BHAC may assist one (1) client inside the HAC office at a time with brief legal services, such as applying for public benefits or calling the social security office. Each HAC office will make available a desk, computer, a phone, and two chairs in the reception area, so the attorney/advocate can comfortably meet with drop-in clients. Additionally, one client at a time may enter the HAC office to use the bathroom.

The attorney or advocate assisting the client is responsible for ensuring that the client wears a mask and completes the Covid screening questionnaire prior to entering the office. While the staff attorney or advocate is assisting a client inside, the managing attorney or advocate on duty will help drop-in clients outside by distributing mail, assisting with brief services that can be completed outside, and maintaining a queue of clients waiting for services that require meeting indoors.

### **General Guidelines**

- Staff who feel unwell should not come into the office.
- All staff must continue to complete the Covid Self Assessment form prior to entering an office to allow for contact tracing.
- A person who has tested positive for Covid and/or has been symptomatic may return to the office only after receiving a negative test.
- All staff and visitors must continue to wear masks when inside the office at all times. HAC will provide surgical masks for staff and client use.
- All staff in the office shall maintain physical distancing when possible in meetings or interacting with others in the office or in common space in the office building.
- It is an office expectation for everyone to adhere to general cleanliness measures which includes regular hand sanitizing, hand washing, and wiping down common area surfaces. HAC will provide cleaning supplies.
- All staff are required to notify HR if they contract Covid, need to quarantine, and generally cannot attend work due to Covid infection or exposure. Staff shall report any concerns regarding Covid to HR via the anonymous reporting form.

- Confidentiality will be maintained as required by law.

### **Accommodations**

All bargaining unit members are eligible to apply for reasonable accommodation. Management will evaluate requests to determine if it is possible for the staff member to complete their job functions remotely. There are four ways to apply for an accommodation:

1. With a reasonable accommodation form if you are unable to get vaccinated or immunocompromised, along with a doctor's letter stating that you are unable to perform in-person work due to your condition and risk for contracting Covid.
2. With a reasonable accommodation form if you live with or care for someone who is unable or too young to be vaccinated or who is immunocompromised.
3. Any ADA recognized accommodation.
4. Any pre-Covid accommodations that had been approved.

Reasonable accommodation forms will be distributed to all staff, with a minimum of two weeks to complete and return before in person work resumes.

This agreement is effective immediately and shall be subject to the grievance procedure.

### **OFFICE REOPENING - PHASE 3 (MOU 9/28/22)**

As per the Tentative Agreement (Office Reopening – Phase Two) reached on July 18, 2022, once Alameda County Covid Community Levels reach and stay at “low” for 30 days according to the CDC weekly updates, staff will be notified that in-person work will resume two (2) weeks later at full capacity. If Alameda County Covid Community Levels return to “medium or “high” thereafter, the parties will meet and confer within five (5) days.

As of August 22, 2022, the CDC weekly updates have indicated that Alameda County Covid Community Level has been “low” and it has remained as such since that time. On August 11, 2022 the CDC issued a press release regarding COVID-19 guidance that incorporates the following principles:

- It is important to consider COVID-19 Community Levels when assessing the risks of COVID-19 in the workplace.
- When community spread is low, screening testing of asymptomatic people without known exposures is no longer recommended in most community settings.
- When community spread is low, universal indoor masking / distancing is no longer recommended in most community settings.
- If a person tests positive for COVID-19, they should isolate at home for at least 5 days. If after 5 days they are fever-free for 24 hours without the use of medication and symptoms are improving, they may end isolation. They should wear a high-quality mask through day 10.

### **Staff and Client Capacity Levels**

In the third and final state of reopening, two (2) weeks from the day staff are notified, all staff attorneys and staff advocates should return to the HAC offices for a minimum of three (3) days per week, as per the Flexible Work Policy passed on April 6, 2022. As outlined by the policy, all attorneys and advocates can telecommute every Friday and one additional fixed day. Attorneys/advocates who have not done so already should coordinate with their supervisor about their additional fixed day to ensure that we have at least 50% staff in each office Monday through Thursday.

As outlined in the Flexible Work Policy, members of the bargaining unit who are not attorneys or advocates, such as mail/front desk staff, admin staff, IT staff, Almost Home staff, and outreach staff will make arrangements with their supervisors regarding remote work and required time in the office.

Offices will remain semi-closed to the public until further notice and may only be used for HAC staff and any scheduled and un-scheduled appointments. There will be no limits to the number of in-person client meetings at any given time.

### **Temporary exception to Staff Capacity Levels**

Phase three of HAC's phased reopening policy requires all staff attorneys and advocates to return to the office three days per week unless a reasonable accommodation is in place. Currently there are three staff attorney members of the bargaining unit who have moved permanently outside the San Francisco Bay Area and will not be able to comply with this policy. Although in-person advocacy is a vital component of HAC's service model, these arrangements were allowed during the pandemic to allow for greater staff flexibility during a difficult time and because the office was understaffed. To acknowledge these competing priorities, the three staff attorneys who have already moved outside the San Francisco Bay Area, may continue to work remotely until further notice.

Remote attorneys will coordinate with their supervisors and the front desk staff to assist them with in-person tasks like document signatures, mail scanning, and arranging evaluations. Remote attorneys will be assigned clients who prefer phone hearings. HAC will not reimburse for moving costs or travel expenses.

### **Drop-In Client Guidelines**

Until further notice, staff attorneys and advocates working the drop-in clinics may assist one client inside the HAC offices at a time with brief legal services, such as applying for public benefits or calling the social security office. One additional client may wait inside the HAC offices for the next available attorney or advocate to assist them, and one additional client at a time may enter the HAC offices to use the bathroom. All clients may be accompanied by either a support person or child, and this does not contribute to the overall drop-in client capacity number limit.

### **General Guidelines for Phase Three**

- Staff who feel unwell should not come into the office.
- A person who has tested positive for Covid must inform Human Resources and follow the CDC guidelines regarding when to return to the office. Human Resources

will anonymously notify staff who were potentially exposed. Confidentiality will be maintained as required by law.

- Masks for staff and visitors are optional.
- HAC will provide surgical masks for staff and client use.

### **Reasonable Accommodations**

All bargaining unit members are eligible to apply for reasonable accommodation under the ADA. Management will evaluate requests to determine if it is possible for that person to complete their job functions remotely. There are four ways to apply for an accommodation:

1. With a reasonable accommodation form along with a doctor's letter stating that the staff member is unable to perform in-person work due to their condition and risk for complications from severe Covid-19 infection.
2. With a reasonable accommodation form if the staff member lives with someone who is immunocompromised, along with a doctor's letter confirming that person is particularly vulnerable to complications from severe Covid-19 infection.
3. Any ADA recognized accommodation.
4. Any pre-Covid accommodations that had been approved.

Reasonable accommodation forms will be distributed to all staff, with a minimum of two weeks to complete and return before in person work resumes.

This agreement is effective immediately and shall be subject to the grievance procedure.

## **APPENDIX E - PETS IN THE WORKPLACE POLICY**

### **A. Statement of Purpose**

Homeless Action Center's pets in the workplace policy outlines the rules for bringing, caring for and supervising pets in HAC's offices. Having pets at work helps foster a friendlier and happier workplace. Pets can break the ice with new clients, reduce stress for everyone, and provide an overall positive impact and comic relief to our day-to-day work.

HAC's workplace environment must be welcoming to clients and the public and conducive for work. The purpose of this policy is to ensure that welcoming pets at work supports and does not interfere with our mission of high-quality client services.

It is critical that pets do not disrupt our operations, cause injuries or medical issues to clients, employees, or the public. It is also vitally important that our clients are not frightened, disturbed, traumatized or made to feel unwelcome by pets at work. Adherence to this policy is required for employment at HAC.

### **A. Scope of Policy**

This policy applies to all HAC employees, interns, volunteers, visitors, contractors and consultants. This policy applies on all HAC property.

Pet owners who wish to bring their pet to work must first agree to the following conditions:

1. The pet must be adequately trained. HAC expects pets to be housetrained and under control by their owners. Pets must not behave in an overly disruptive manner, or aggressively toward people or other pets.
2. The pet owner must have documentation of a current insurance policy that covers the pet, such as homeowners or renter's insurance.
3. Pets must be clean, spayed or neutered, properly vaccinated and free of parasites. Pets should be on a parasite preventative, as they will be in contact with clients' pets.
4. The pet owner must respect the pet-free zones to ensure their pet will not cause allergies or other animal sensitivities or problems (medical or otherwise) for those coworkers with sensitivity.
5. The pet owner must manage their workspace to ensure it is "pet-proofed" and safe for their pet and/or other animals.
6. If a pet needs constant care and attention, that pet should not be brought to the office. On days a pet owner has a busy schedule and will not be able to supervise their pet, the pet should stay at home.
7. Pet owners are advised not to leave pets in their vehicles for extended periods of time. When pet owners use HAC vehicles, they are prohibited from leaving pets inside, unattended and without proper ventilation, food/drink, or in extreme temperatures.

#### C. What pets are allowed?

Office pets are usually dogs and cats, but any pet that is well-trained and not potentially dangerous is also allowed.

Sick pets are not allowed in the office.

Pets who have physically attacked or injured any person or any other animal, whether or not such attack took place at HAC, are absolutely prohibited from HAC property at all times.

#### D. Owners' responsibilities

Pet owners are 100% responsible for the behavior of their pet at HAC. Pet owners should clean up immediately and completely after their pets. They are solely responsible for their pet's behavior and well-being. They should supervise their pets in the workplace or know their location at all times. Pet behavior that violates this policy includes, but is not limited to pets that:

1. Fight with or act aggressively toward other office pets or people
2. Make a mess
3. Repeatedly wander in prohibited places
4. Endanger themselves or others
5. Damage company or employee property
6. Continually engage in disruptive behavior, for example frequent barking, unwanted jumping



## E. Pet-Free Areas

There are certain places and times HAC prohibits office pets, including the pet-free zones at both offices and places with sensitive equipment or material.

Management may instruct pet owners to restrict their pets from certain locations and in certain instances (e.g. meetings or office parties).

## F. Pet Policy Enforcement

If a pet incident occurs that violates this policy, or there are complaints about a specific pet, management will determine the seriousness of the pet's actions, possible remediation, and whether the pet is too disruptive to be allowed back at HAC.

A pet who has been aggressive toward an employee or client will not be allowed back in the office.

A pet who causes significant repeated disruption to HAC working environment will not be allowed back in the office unless the behavior can be remedied. Management may ask a pet owner to provide additional training and/or other remediation for their pet before a pet is allowed back. That pet owner will be responsible for any expenses and cleaning resulting from their pet's behavior.

HAC shall not be liable for loss of, or injury to, any pet brought to the office.

Type, size, and demeanor of animal are important considerations in how well a particular pet coexists in the workplace and when a pet and/or pet owner are not in compliance with the HAC pet policy. Therefore, some aspects of this policy will be dependent on the particularities of the specific pet and other specifics of the situation.

## G. Complaint process

HAC wants all employees to enjoy a safe and productive workplace. Below is the process an employee is encouraged to follow if they have concerns or problems resulting from a pet at work:

1. Talk to the pet's owner to see if they can resolve the problem immediately.
2. Reach out to their own or the pet owner's supervisor explaining the issue.
3. Consult the Human Resources Manager and/or the Deputy or Executive Directors if they do not receive a satisfactory response.

If an employee has a medical or personal issue (e.g. allergy, phobia), or if a pet has been aggressive toward another pet or a human, the employee should directly contact management. Although this is the preferred complaint process, if an employee feels unable to reach out to the owner or supervisor for some reason, they may go through the employee grievance process or consult directly with HR, and/or the Deputy or Executive Directors for resolution.

HAC will take employees' concerns seriously and investigate as soon as complaints are received.

## H. Service Animals

This policy does not apply to service animals, which are not “pets” but rather animals trained to perform tasks for the benefit of a person with a disability. If any problem arises because of a service animal, management will make appropriate accommodations to resolve it.