

COLLECTIVE BARGAINING AGREEMENT

Between

Garment Worker Center

And

**Office & Professional Employees International Union,
Local No. 30, AFL-CIO**



January 1, 2024 through December 31, 2026

(Wage opener not before November 4, 2025)

TABLE OF CONTENTS

| | |
|--|----|
| AGREEMENT | 2 |
| ARTICLE 1 – PREAMBLE | 2 |
| ARTICLE 2 – RECOGNITION | 2 |
| ARTICLE 3 – UNION SECURITY AND CHECK-OFF | 2 |
| ARTICLE 4 – UNION REPRESENTATION AND ACCESS | 3 |
| ARTICLE 5 – MANAGEMENT RIGHTS | 3 |
| ARTICLE 6 – NONDISCRIMINATION | 4 |
| ARTICLE 7 – SENIORITY, LAYOFF AND RECALL | 4 |
| ARTICLE 8 – HOURS OF WORK | 6 |
| ARTICLE 9 – REMOTE WORK | 6 |
| ARTICLE 10 – OVERTIME | 7 |
| ARTICLE 11 – MEAL PERIODS AND REST BREAKS | 7 |
| ARTICLE 12 – LEAVES OF ABSENCES | 8 |
| ARTICLE 13 – PAID FAMILY LEAVE | 8 |
| ARTICLE 14 – PARENTING LEAVE | 8 |
| ARTICLE 15 – BEREAVEMENT LEAVE | 8 |
| ARTICLE 16 – JURY DUTY | 9 |
| ARTICLE 17 – ELECTION LEAVE | 9 |
| ARTICLE 18 – DISCIPLINE AND DISCHARGE | 9 |
| ARTICLE 19 – GRIEVANCE AND ARBITRATION PROCEDURE | 10 |
| ARTICLE 20 – WAGES | 12 |
| ARTICLE 21 – VACATIONS | 14 |
| ARTICLE 22 – PAID HOLIDAYS | 14 |
| ARTICLE 23 – PAID SICK LEAVE & KIN CARE | 14 |
| ARTICLE 24 – TRAVEL EXPENSES | 15 |
| ARTICLE 25 – PERSONAL VEHICLES | 15 |
| ARTICLE 26 – HEALTH INSURANCE COVERAGE | 15 |
| ARTICLE 27 – CAL SAVER RETIREMENT PLAN | 15 |
| ARTICLE 28 – PROFESSIONAL DEVELOPMENT | 15 |
| ARTICLE 29 – TRAINING PAY | 15 |
| ARTICLE 30 – LIFE BALANCE/WELLNESS DAYS | 16 |
| ARTICLE 31 – BULLETIN BOARDS | 16 |
| ARTICLE 32 – LABOR MANAGEMENT COMMITTEE | 16 |
| ARTICLE 33 – NO STRIKE NO LOCK OUT | 16 |
| ARTICLE 34 – SAVINGS CLAUSE | 16 |
| ARTICLE 35 – DURATION | 17 |

AGREEMENT

This collective bargaining agreement (“Agreement”), is entered into by The Garment Worker Center (GWC), hereinafter referred to as the “Employer,” and Office and Professional Employees International Union, Local 30, AFL-CIO, hereinafter referred to as the “Union.

ARTICLE 1 – PREAMBLE

Section 1. The purpose of this Agreement is to set forth an understanding between the Employer, its bargaining unit employees and the Union, to establish an equitable and harmonious relationship that will enable the Employer to prosper and operate efficiently while providing the employees with good wages and working conditions in accordance with the language of this Agreement, and to facilitate orderly adjustments of grievances, complaints and disputes which may arise from time to time between the Employer and the Union.

Section 2. The spirit of this Agreement is one whereby the Employer will deal with its employees honestly and fairly, consistent with sound business principles in accordance with the language of this Agreement. The employees will reciprocate by performing their duties with diligence, competence, and honesty. The Union will deal with the Employer and employees honestly and fairly, in accordance with the language and spirit of this Agreement. This Agreement is entered into in consideration of mutual performance thereof in good faith by the parties.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union, its designated agents and representatives, and its successors as the sole collective bargaining agent on behalf of all employees of the Employer in the following classifications with respect to wages, hours, and working conditions: Campaign Organizer, Case Manager, Coalition Coordinator, Communications Manager, Grants Manager, Workforce Development Manager, Lead Organizer, Leadership Development Organizer, Member Organizer, Member Support Coordinator, Office Assistant, Operations Manager, Staff Attorney 1, Staff Attorney 2, Youth Organizer, Paralegal, and Data Coordinator.

Excluded from the bargaining unit are contract garment workers supplied by the cooperative Sunrise Strategies LLC, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act. Use of contracted staff shall not result in loss of employment by employee staff.

ARTICLE 3 – UNION SECURITY AND CHECK-OFF

Section 1. All employees of the Employer subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union on the thirty first (31st) day of their employment. Union membership is required only to the extent that employees must pay either (1) the Union’s initiation fee (if applicable) and the periodic

dues, or (2) service fees for non-members or objectors in accordance with applicable law as provided by the Union.

Upon receipt of the proper authorization card provided by the Union and signed by the employee, the Employer will deduct from the employee's wages the appropriate dues and or fees and forward such to the Union on a monthly basis.

Section 2. Voluntary contributions requested by an employee for the J. B. Moss Voice of the Electorate Fund shall be deducted from the employee's pay and forwarded to the Union as such upon receipt by the Employer of the proper authorization card provided by the Union.

Section 3. The Union shall hold harmless the Employer from actions taken to comply with the employee financial obligations described above.

ARTICLE 4 – UNION REPRESENTATION AND ACCESS

Section 1. The Union shall be entitled to up to three (3) stewards for the purpose of providing representation and guidance for its members. If a meeting is at the request of the Employer, the steward will be compensated by the Employer. The steward will be notified when a new bargaining unit employee is hired. The steward will meet with the new employee(s) within 15 days of being employed. The steward may for at least 15 minutes during paid time make a presentation to the new employee(s) regarding their rights and contractual benefits. The meeting will be coordinated with management.

The Union shall provide a list of active stewards to the Employer and will update the list as needed. If a meeting is at the request of the Employer, the steward will be compensated by the Employer.

Section 2. The Union shall be responsible for providing training and oversight of all stewards. Once each year the Union shall request the release of all stewards to attend the Union's Steward Training Seminar. The Union will provide ample notice to the Employer to ensure all stewards can attend.

Section 3. The Union's representatives, including Business Agents and other staff, will be permitted access to the Employer's property with advanced notice of the visit and shall not interfere with the business of the Employer.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 1. All matters concerning the management of the office and business administration thereof and the direction of the workforce including, but not limited to, the right to suspend, discipline or discharge for just cause, layoff for lack of work, or recall, promulgate and enforce reasonable rules and regulations, determine the products, processes and extent of services to be provided, the types and quantities of equipment and materials to be used, establish job titles, and the methods of operation are vested exclusively in the Employer subject only to the terms of this Agreement. All functions, powers, rights, and authority which the Employer has not specifically delegated or modified subject to the terms of this Agreement are recognized as retained by the Employer and shall not be construed to exclude other prerogatives not enumerated in this Section.

ARTICLE 6 – NONDISCRIMINATION

Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate unlawfully against any employee based on any legally protected characteristic under Federal, State and/or Local law.

ARTICLE 7 – SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority

Seniority shall consist of an employee's length of continuous employment with the Employer in a position covered by this Agreement from they/their last date of hire. Seniority shall accumulate during all authorized paid leaves of absence.

Seniority rights created by this Agreement exist only to the extent expressed herein. Seniority shall not establish any right to the continuation of any work by the Employer, nor to the continuation of any job classification or arrangement of duties within a classification, but only serves as defined in this Article and as a qualification for benefits as expressly provided for in this Agreement.

Section 2. Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a ninety (90) calendar day probationary period. Time absent from work or not served for any reason shall not apply towards satisfaction of the probationary period or any extension thereof. The Employer reserves the right, in its sole discretion, to extend the probationary period for an additional ninety (90) calendar days. During an employee's probationary period, the employee may be disciplined, suspended, laid off or terminated without just cause at the sole discretion of the Employer. Such probationary employee shall have no recourse to the grievance or arbitration procedure to contest such discipline, suspension, layoff, or termination.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to their most recent date of hire.

Section 3. Layoff

Laying off personnel due to budgetary considerations or staffing. Reorganization requires a comprehensive review of all positions within the impacted job classifications. For all positions, the Board will consider any recommendations from any existing GWC committee. The Board will make final decisions concerning layoffs. A reasonable effort will be made to provide no less than eight (8) weeks of advance notice to all affected employees of any layoffs and/or reorganization.

Section 4. Recall

Non-probationary employees who are laid off shall be placed on a recall list by classification for a period of twelve (12) months. If there is a recall in a classification,

employees who are still on the applicable recall list shall be recalled in the reverse order of their layoff (i.e., the last one laid off shall be the first one recalled).

Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice of recall shall be provided to the employee by electronic mail with a copy to the Union Representative, provided that the employee must notify the Employer of their intention to return to work within five (5) working days after receiving any actual notice of recall (including notice by personal telephone call, text message or otherwise). The Employer shall be deemed to have fulfilled its obligations by sending the recall notice by electronic mail, to the email address last provided by the employee, it being the obligation and responsibility of each employee to provide the Employer with their current email address. If an employee fails to timely respond to a recall notice, they shall be skipped for purposes of recall and placed at the bottom of the list. If the Employer has not heard from the employee within seven (7) calendar days of emailing a notice of recall, the employee's name shall be removed from the recall list.

Section 5. Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- a) quits;
- b) is discharged and not reinstated;
- c) retires;
- d) fails to report to work at the conclusion of an authorized leave of absence or vacation (which shall be deemed a voluntary quit);
- e) is laid off and fails to timely respond to a notice of recall as provided in Section 4 above, or fails to report for work at the time prescribed in the notice of recall;
- f) is laid off or for any other reason does not perform bargaining unit work for the Employer for a period of six (6) months, except as provided in Section 4 above;
- g) is absent from work for three (3) consecutive working days without notification to or authorization from the Employer unless hospitalized or otherwise unable to contact the Employer (which shall be deemed a voluntary quit).

Section 6. Promotions to and Transfers to Permanent Openings in the Bargaining Unit

In the event that the Employer desires to fill a vacancy in a job classification within the bargaining unit, employees in the bargaining unit who seek to fill such opening may apply for it and will be considered. The Employer will endeavor to select the applicant from within the bargaining unit before going outside. The Employer will determine the greatest skill, qualifications, experience, work record and ability to do the work. In the event the Employer determines that the overall qualifications of two or more applicants are substantially equal, the current employee with the most seniority will be given preference over others, including those from the outside.

Section 7. A regular full-time employee is an employee whose work week is forty (40) hours. A regular full-time employee is eligible for all benefits provided in this agreement.

A regular part-time employee is an employee whose work week is twenty (20) hours or more but less than forty (40). Part-time employees are eligible for the following benefits, medical, dental, vision and retirement.

ARTICLE 8 – HOURS OF WORK

Section 1. Hours of Work

GWC reserves the right to assign start times and end times for hourly employees and to schedule employees as necessary to meet its operational and staffing needs.

Salaried employees are responsible for their own schedules in addition to those assigned by the Employer. They are responsible for accurate and timely reporting of activities.

Section 2. Reporting Time Pay

Employees who report to work as scheduled and are not put to work or works with less than half of the employee’s usual or scheduled day's work, shall be paid for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at the employee’s regular rate of pay.

If an employee is called back (required to report) to work a second time in any one workday and works less than two hours on the second reporting, the employee shall be paid for two hours at the employee’s regular rate of pay.

The provisions of this section shall not apply when work is unavailable due to the following reasons:

- a) The Employer's operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue.
- b) Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system.
- c) When the interruption of work is caused by an Act of God or other cause not within the Employer's control.

ARTICLE 9 – REMOTE WORK

Remote work is defined as an employee whose authorized regular daily work location is a non-designated GWC workplace, site, or building.

The Employer will operate a “2/3 schedule”, two days in-person and three days remote, for full-time and part-time employees. In person days will be pre-assigned by the teams Director.

The Employer will provide employees with a thirty (30)-day written notice before requiring remote employees to return to in-person setting.

Full-time employees will receive fifty (\$50) dollars for internet use and fifty dollars (\$50) for cell phone use monthly, subject to compliance with the Employer’s reimbursement policy.

Part-time employees will receive twenty-five dollars (\$25) for internet use and twenty-five dollars (\$25) for cell phone use monthly, subject to compliance with the Employer’s reimbursement policy.

ARTICLE 10 – OVERTIME

Non-Exempt (hourly) employees will be compensated for overtime for hours worked beyond eight (8) hours in one workday or more than forty (40) hours in any one work week in compliance with existing state and federal labor laws.

ARTICLE 11 – MEAL PERIODS AND REST BREAKS

Section 1. Meal Periods and Rest Breaks

GWC provides hourly employees with unpaid thirty (30) minute meal periods and paid ten (10) minute rest breaks. GWC expects employees to take their duty-free meal periods and rest breaks and encourages them to do so.

Section 2. Meal Periods

GWC provides and affords hourly employees who work more than five (5) hours in a workday the opportunity to have an uninterrupted, duty-free, meal period of thirty (30) minutes.

An hourly employee working a shift of more than five (5) hours is entitled to take an unpaid meal period of thirty (30) minutes in length, which should begin before the end of the fifth hour of the employee's shift.

An employee who is working a shift of more than five (5) hours, but no more than six (6) hours may voluntarily waive their meal period.

Section 3. Rest Breaks

Hourly employees are permitted to, and should take, paid ten (10) minute rest breaks during each four (4) hours worked, in accordance with the following guidelines:

| Hours Worked in a Day | Number of Paid Rest Breaks |
|---|-----------------------------------|
| Less than 3.5 hours | 0 |
| At least 3.5 hours but less than 6 hours | 1 |
| At least 6 hours but less than 10 hours | 2 |
| At least 10 hours but less than 14 hours | 3 |

An employee who works fourteen (14) hours or more should take one additional paid ten (10) minute rest break during each additional four (4) hours worked. As a general matter, rest breaks should fall on either side of the meal break. Rest breaks may not be “saved” and added together for a longer break or “saved” so that the employee leaves work earlier.

Employees will be entirely relieved from duty and may leave the premises during the rest break. Because rest breaks are paid time, employees do not need to document rest breaks on their timesheets. Any employee who believes that they were required to skip a rest break must notify their supervisor as soon as possible.

ARTICLE 12 – LEAVES OF ABSENCES

Absences covered by FMLA/CFRA, PDL, Reproductive Leave, Paid Sick Leave and other absences protected by federal, state, and local laws will be granted to employees regardless of the number of employees employed at GWC.

Upon mutual agreement and in writing and in compliance with state law, leaves of absence will be granted, and in the event such leaves of absence are taken, the employee shall not forfeit seniority rights under this Agreement.

School Partnership Act: The Employer will grant employees time off to attend school activities as provided in the School Partnership Act.

ARTICLE 13 – PAID FAMILY LEAVE

GWC will comply with all provisions of the California State Disability Insurance (SDI) program and Paid Family Leave Act.

ARTICLE 14 – PARENTING LEAVE

Any regular employee who is an expectant parent may request parenting leave up to twelve (12) weeks in compliance with state and federal laws. Employees requesting parenting leave are required to submit their request in writing to their Director for approval at least thirty (30) days prior to the beginning of the leave.

Employees may request paid parenting leave of more than six (6) weeks up to fourteen (14) weeks when submitting their request to their Director. Parenting leave of more than six (6) weeks will be paid, except to the extent that the Employer will provide the difference between family leave benefits paid by the State of California, but in no case will the Employer pay more than forty (40) percent of the employees’ wages.

Employees on parenting leave will receive continued healthcare coverage.

ARTICLE 15 – BEREAVEMENT LEAVE

An employee who suffers a death in their immediate family will be given five (5) days off with pay. The immediate family member shall be defined as an employee’s parent, grand parent, spouse, domestic partner, sibling, child, in-law, stepchild, or individual who is the functional equivalent of any of the above. Additional leave utilizing vacation or other paid/unpaid leave requires Director or Board approval.

ARTICLE 16 – JURY DUTY

An employee who is summoned to jury duty is required to show the summons to their Director immediately to plan for the employee's potential absence. A regular employee summoned for jury duty is eligible to receive full pay for a maximum of two (2) weeks, minus any compensation received by the employee for their jury duty.

ARTICLE 17 – ELECTION LEAVE

Employees are eligible for two hours of leave with pay to vote on each official election day. Advanced notice to the Director is required.

ARTICLE 18 – DISCIPLINE AND DISCHARGE

An employee may be terminated for cause. Examples of cause include, but are not limited to dishonesty, incompetence, poor performance, poor attendance, or gross misconduct. Gross misconduct includes but is not limited to; theft, acts of endangering the health and safety of others in the workplace, misappropriation of funds or property, or unethical conduct.

GWC will not discharge, suspend, or take any disciplinary actions against an employee who has completed their probationary period without just cause. Discipline will be progressive, except in case of serious or gross misconduct- which may result in immediate suspension or termination. In case of less serious misconduct, poor performance or non-performance, the following progressive disciplinary steps shall be taken:

1. Verbal Coaching, coupled with additional training, in needed areas.
2. Written Warning, coupled with additional training, in needed areas.
3. Final Written Warning
4. Termination of Employment

The employee's supervisor and Director, or in place of the Director, a committee of the Board (Review Team) will meet with the employee in question at each step of the disciplinary process to:

1. Explain the reason for the disciplinary action taken and the impact of the employee's misconduct, poor performance, or non-performance.
2. Hear the employee's perspective.
3. Explore options together for improved performance. Under the Weingarten Rights, the employee may request a Union Steward and/or Union Business Agent to attend disciplinary meetings with them.

Any additional discipline for "less serious misconduct" may begin at the next step in this procedure if the discipline occurs within a year of the last closure. If a year or more has passed since the procedure closed, discipline must begin again at Step 1.

The Board and all staff are encouraged to maintain ongoing communications with employees about aspects of job performance that need improvement. A written warning will describe the problem and proposed corrective action taken by an employee. An employee will be afforded an opportunity to sign the written final warning and have an opportunity to make written comments. All discipline will be noted in personnel files. GWC shall maintain a record of performance reviews and disciplinary actions for four (4) years as required by law.

An employee who feels that they have been wrongfully disciplined has the right to grieve such action through the grievance procedure.

During the probationary period, an employee may be terminated for any reason or for no reason.

ARTICLE 19 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition

A grievance is defined as a complaint, dispute or controversy between the parties arising out of the interpretation, meaning and/or application of the terms of this Agreement.

Section 2. Time limits described below may be extended by mutual agreement.

Section 3. Informal Resolution

Within fifteen (15) working days of the event giving rise to a complaint, dispute, or controversy, the Union must attempt to resolve the issue informally with management.

Section 4. Procedure

If informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure. The term "working days" as used in the following procedure refers to weekdays (Monday through Friday) on which the Employer's offices are open, unless otherwise indicated.

a) Step One

1. After the fifteen (15) working days informal resolution period has concluded with no resolution, the Union shall have an additional fifteen (15) working days within which to file a grievance.
2. Within fifteen (15) working days after the written grievance is submitted, a meeting shall be held with the Union and the Employer to resolve the grievance at a time mutually agreed to by all the parties concerned, including a Union Representative and/or their designee.
3. The Employer will provide a written response to the grievance within fifteen (15) working days after such a meeting. If the Employer does not provide a written response, the grievance is presumed to be denied.

If the grievance is not resolved or is denied at Step One, the grievance may progress to Step Two of the grievance process.

b) Step Two

1. Within 15 working days after the written grievance is submitted to step 2 a meeting shall be held between the Union and the Employer to resolve the grievance at a time mutually agreed to by all the parties concerned, including a Union Representative and/or their designee.
2. The Employer will provide a written response to the grievance within fifteen (15) working days after such a meeting. If the Employer does not provide a written response, the grievance is presumed to be denied.

c) Step Three

1. If the Union is not satisfied with the decision at Step Two, the Union may refer the grievance to arbitration by written notice to the Employer, within fifteen (15) working days after the Employer's response at Step Two.
2. Christopher Cameron Ruiz or Richard Solomon shall serve as the Arbitrators under this Agreement. For the first arbitration the parties shall toss a coin to determine which of the two shall serve, and thereafter the two will serve on a rotating basis.
3. The arbitrator shall be notified of the parties' selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.
4. The arbitrator shall conduct a fair hearing with all convenient speed, at which they shall receive evidence, both oral and documentary. Each party shall have the right to be represented by counsel, to examine and cross-examine witnesses, to make and preserve a record, and to file a post-hearing brief within a reasonable period of time. The parties are prohibited from audio and/or video recording the hearing unless written consent is given in advance by the Employer, the Union, and the arbitrator.
5. The arbitrator shall submit their recommendation in writing within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
6. The parties may agree in writing that multiple grievances that are related to the facts and contract violations may be submitted to the same arbitrator. The arbitrator shall not combine multiple grievances without the parties' express written consent.
7. The fees and expenses of the arbitrator and the cost of a written transcript or the recorded record for the arbitrator shall be divided equally between the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript.

Section 5. Limitations on Authority of Arbitrator

- a) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or

misapplication of the specific, express provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. The arbitrator's decision shall cover only the particular issue(s) necessary to resolve the grievance without recommendation or comment on other matters. If the alleged grievance does not involve interpretation or application of the express language of this Agreement, the Arbitrator shall so rule in the award, and the matter shall not be entertained further. The limitations provided in the two preceding sentences and/or failure of the employee or Union to meet time limitations as provided in this Article are not waived by the Employer by prior discussions of the grievance or alleged grievance by the Employer or by any other conduct except express written waiver.

- b) The arbitrator has no authority to decide any dispute that does not involve a grievance as defined by Section 1. above. If no joint written stipulation of the issue is agreed to by the Employer and Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step One. The arbitrator shall have no authority to decide any issue not so submitted or raised.
- c) The arbitrator shall be without power to render a decision that is contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the duties and responsibilities of the Employer under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the Employer, the Union, and the employee, and all parties will abide by it. No decision or remedy proposed by the arbitrator shall be retroactive prior to the date the grievance was presented in writing, or in disciplinary cases, to the date of the discipline. In discipline and discharge cases, any award of back pay shall be reduced by all interim compensation (including unemployment compensation if allowed by law) which has been received by the employee (or could have been received with reasonable, diligent efforts to mitigate damages) and shall take into account any interim period in which the grievant was or would have been unavailable for work.
- d) The limitations on the Arbitrators authority described above do not apply to matters deferred by the NLRB to this arbitration process.

Section 6. Probationary Employees and Trainers

Probationary Employees are not covered by this Grievance and Arbitration Procedure. The Union cannot grieve the Employer's decision to discipline or discharge a Probationary Employee. If such a grievance is filed on behalf of a Probationary Employee, the Union and employee agree to immediately withdraw the grievance.

ARTICLE 20 – WAGES

- Section 1. All bargaining unit staff will receive a lump sum payment amounting to 3% of their annual base pay as of December 31, 2023, to be paid no later than sixty (60) days following ratification.

- Section 2. Starting January 1, 2024, all bargaining unit staff will receive a 5% increase, with the retroactive portion to be paid no later than ninety (90) days following ratification.
- Section 3. Starting January 1, 2025, all bargaining unit staff will receive a 4% increase.
- Section 4. GWC commits to a contract reopener, subject to the continuation of the No Strike/Lockout Clause, for wages for 2026. Reopener discussions will begin not before the week of November 4, 2025.

| Position | Current Salary/Hourly Wage | | 1/1/2024 5% | | 1/1/2025 4% | | 1/1/2026 Wage Opener |
|----------------------------------|----------------------------|---------|-------------|---------|-------------|---------|----------------------|
| | | | | | | | |
| Campaign Organizer | \$60,000 | \$28.85 | \$63,000 | \$30.29 | \$65,520 | \$31.50 | |
| Case Manager | \$55,000 | \$26.44 | \$57,750 | \$27.76 | \$60,060 | \$28.87 | |
| Coalition Coordinator | \$68,000 | \$32.69 | \$71,400 | \$34.32 | \$74,256 | \$35.70 | |
| Communications Manager | \$65,000 | \$31.25 | \$68,250 | \$32.81 | \$70,980 | \$34.13 | |
| Data Coordinator | \$60,000 | \$28.85 | \$63,000 | \$30.29 | \$65,520 | \$31.50 | |
| Grants Manager | \$70,000 | \$33.65 | \$73,500 | \$35.34 | \$76,440 | \$36.75 | |
| Lead Organizer | Vacant | | | | | | |
| Leadership Development Organizer | \$65,000 | \$31.25 | \$68,250 | \$32.81 | \$70,980 | \$34.13 | |
| Member Organizer | \$65,000 | \$31.25 | \$68,250 | \$32.81 | \$70,980 | \$34.13 | |
| Member Organizer | \$63,000 | \$30.29 | \$66,150 | \$31.80 | \$68,796 | \$33.08 | |
| Member Support Coordinator | \$60,000 | \$28.85 | \$63,000 | \$30.29 | \$65,520 | \$31.50 | |
| Office Assistant | \$50,000 | \$24.04 | \$52,500 | \$25.24 | \$54,600 | \$26.25 | |
| Operations Manager | \$55,000 | \$26.44 | \$57,750 | \$27.76 | \$60,060 | \$28.87 | |
| Paralegal | \$60,000 | \$28.85 | \$63,000 | \$30.29 | \$65,520 | \$31.50 | |
| Staff Attorney 1 | Vacant | | | | | | |
| Staff Attorney 2 | \$95,000 | \$45.67 | \$99,750 | \$47.96 | \$103,740 | \$49.88 | |
| Workforce Development Manager | \$72,500 | \$34.86 | \$76,125 | \$36.60 | \$79,170 | \$38.07 | |
| Youth Organizer | \$60,000 | \$28.85 | \$63,000 | \$30.29 | \$65,520 | \$31.50 | |

Section 5. Longevity:

All bargaining unit employees on the third anniversary of their hire date will receive an increase of \$0.50 to their hourly base pay.

All bargaining unit employees on the fifth anniversary of their hire date will receive an increase of \$1.00 to their hourly base pay.

All bargaining unit employees on the seventh anniversary of their hire date will receive an increase of \$0.50 to their hourly base pay.

These increases to base pay will become effective upon the date of ratification of the contract. Any employees who have passed the anniversary dates described in sections 1-3 of this article will receive the increase effective upon the date of ratification of this agreement.

ARTICLE 21 – VACATIONS

Regular full-time and part-time employees will receive fifteen (15) days of paid vacation usable in hourly increments, plus another seven (7) days of unpaid vacation leave. All days will be available after completion of probation and will be renewed on the hire date each year following the renewal date.

After the completion of one (1) full year, all employees will receive twenty (20) days paid vacation usable in hourly increments plus another seven (7) days of unpaid vacation leave.

Any use of vacation leave requires the approval of the Director.

An employee may not hold more than 1.5 times their annual vacation allowance in paid vacation at any given time (vacation cap). If so, they must use those hours until they fall below the vacation cap to accrue more vacation hours.

Part-time employees may earn vacation leave at an accrual rate prorated according to hours worked per week by the employee.

All unused paid vacation days will be paid to employees when the employment relationship ends, at their final rate of pay.

ARTICLE 22 – PAID HOLIDAYS

The Employer will pay all employees for their release time during the Holiday period beginning on Christmas Eve through January 2nd.

GWC full-time employees will also receive the following paid holidays. Part-time employees will receive the same holidays on a prorated basis.

- | | |
|-------------------------------|-----------------------------------|
| New Year’s Day | Indigenous Peoples Day |
| Martin Luther King’s Birthday | Thanksgiving Day |
| Cesar Chavez Day | Day After Thanksgiving |
| Memorial Day | Christmas Eve |
| Juneteenth | Christmas Day |
| Independence Day | New Year’s Eve |
| Labor Day | One (1) Floating Holiday Per Year |

ARTICLE 23 – PAID SICK LEAVE & KIN CARE

Full-time non-probationary employees are entitled to fourteen (14) days of paid leave per fiscal year for illness and/or dependent care usable in hourly increments. Part-time employees are entitled to prorated paid leave days based upon the number of hours worked, for illness and/or dependent care. (e.g. employees will receive seven (7) days per fiscal year.)

Paid sick leave will accrue in accordance with existing California and municipal law until completion of the three (3) month probationary period. Fourteen (14) days (pro-rated equivalent) will be available after completion of the probationary period, unless an additional three (3) month probationary period is required, three (3) days (or prorated equivalent) will be available at the completion of the entire

probationary period. In addition to illness, sick leave may be used for annual medical exams, dental visits, and eye exams. Unused sick leave up to eighty (80) hours may roll-over year to year.

All employees, on a voluntary basis, may donate a portion of their accrued sick leave hours to another employee who is requesting additional leave for illness, family leave, or bereavement leave. The employee requesting additional leave must have exhausted all personal sick leave and vacation leave. All leave must be scheduled in advance and approved by the Board or Board's authorized representative.

ARTICLE 24 – TRAVEL EXPENSES

When the Employer requires employees to travel to conduct the business of the Employer for example conventions, conferences, educational conferences, meetings, the Employer will reimburse for reasonable expenses for hotels, flights, and ground travel. For meals and incidentals while on travel, the Employer will pay the per diem amount set annually by the IRS.

ARTICLE 25 – PERSONAL VEHICLES

Employees who utilize personal vehicles for Business purposes are required to have a valid driver's license and at least minimum insurance coverage required by law. Mileage will be reimbursed at the IRS rate.

Mileage submitted for reimbursement should be net of any normal commuting miles. For trips outside of the regular place of work but in which home is the starting or end point, the total number of miles between the employees' home and GWC should be deducted.

ARTICLE 26 – HEALTH INSURANCE COVERAGE

The Employer will provide fully funded healthcare benefits to employees and their dependents at the levels set forth in the Gold 80 HMO 250/35 plus Child Dental and DeltaCare HMO 10A plans.

Each year the Employer will provide the details of the health plan coverage to all employees.

ARTICLE 27 – CAL SAVER RETIREMENT PLAN

The Employer will continue to participate in the Cal Saver Retirement Plan and will match up to 3% for employees who elect to participate.

ARTICLE 28 – PROFESSIONAL DEVELOPMENT

When jobs become available or new jobs are created, the Employer will make a reasonable effort to provide existing employees the opportunity to be trained or attend classes to meet the qualifications of the position.

Tuition Reimbursement will be provided in the amount of \$1200/year for pre-approved trainings/conferences/educational programs that align with the jointly agreed upon career development plan.

ARTICLE 29 – TRAINING PAY

In the event an employee is asked by their Director to formally train their replacement or to train a newly hired employee, training pay of \$1.80/hr. will be paid. When training is necessary, Trainers will be designated by the Director.

ARTICLE 30 – LIFE BALANCE/WELLNESS DAYS

After completing the probationary period, all full-time employees will receive five (5) Life Balance Days annually. Life Balance Days will be front-loaded and cannot roll over. Any use of Life Balance Days must be approved by the employees' Director.

Part-time employees will receive Life Balance Days pro-rated to their working hours.

ARTICLE 31 – BULLETIN BOARDS

The Employer shall provide a space for the Union Stewards to post Union information. The Union will present notices to the Employer's designated representative before placing notices on the onsite bulletin board or virtual bulletin board. Postings will only be made by an authorized Union representative, and such representative shall seek prior approval from the Employer before posting materials on the onsite bulletin board or virtual bulletin board.

ARTICLE 32 – LABOR MANAGEMENT COMMITTEE

In an effort to resolve issues a labor management committee shall be established comprised of two (2) or three (3) members for each party. An example of issues that may be worked on are culture, communications and environment.

This committee's role will be to discuss special issues raised by either party. Where genuine issues appear to exist, the committee shall attempt to resolve such issues on a continuing basis by meeting and discussing. This committee shall meet at most quarterly.

This committee in no way shall add to, delete from, or modify any provision of the contract.

ARTICLE 33 – NO STRIKE NO LOCK OUT

Section 1. During the life of this Agreement, employees shall not engage in strikes or other concerted activity that would interfere with or adversely affect the operations or the mission of the GWC.

Section 2. The Union shall not promote, organize, or support any strike or other concerted activity. The Union shall endeavor to prevent employees from participating in a concerted activity that would interfere with or adversely affect the operations or the mission of the GWC.

Section 3. During the life of this Agreement, the GWC shall not lock out employees.

ARTICLE 34 – SAVINGS CLAUSE

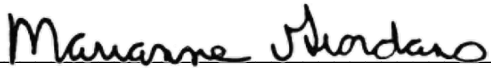
Should any provision of this Agreement, including amendments, if any, be declared invalid by any court of competent jurisdiction or governmental agency due to existing or subsequent legislation or through failure to receive necessary government and/or agency approval, shall not affect the remaining provisions of the Agreement, which shall remain in full force and effect.

ARTICLE 35 – DURATION


This Agreement shall become effective on the first (1st) day of January 2024 and shall remain in full force and effect through and including the thirty-first (31st) day of December 2026, with a wage opener not before the week of November 4th, 2025, and shall continue in full force and effect from year to year thereafter except if a party desiring to change or amend the Agreement shall notify the other party in writing not less than sixty (60) days prior to the expiration day of their intent to bargain a successor Agreement.

**Office & Professional Employees
International Union, Local No. 30, AFL-CIO**

Garment Worker Center




Marianne Giordano, Executive Director/CFO



Marissa Nuncio, Executive Director

Date: 4/18/2024

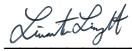
Date: 04/27/2024




Margie Chavez, Assistant Director


Anahí Cruz (Apr 22, 2024 11:49 PDT)

Anahí Cruz



Lizbet Limeta


Grace Olguin (May 2, 2024 11:31 PDT)

Grace Olguin


Kathy Sorto (May 2, 2024 11:44 PDT)

Kathy Sorto











Garment Worker Center Agreement 2024-2026 - For Ratification















Final Audit Report

2024-05-02

| | |
|-----------------|--|
| Created: | 2024-04-18 |
| By: | Maria Perez (MARIAPEREZ@OPEIULOCAL30.ORG) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAinfiy5OPhrvtg3YJlsOclcA7b1nFo--C |

"Garment Worker Center Agreement 2024-2026 - For Ratification" History

-  Document created by Maria Perez (MARIAPEREZ@OPEIULOCAL30.ORG)
2024-04-18 - 7:38:32 PM GMT- IP address: 98.173.49.115
-  Document emailed to Marissa Nuncio (mnuncio@garmentworkercenter.org) for signature
2024-04-18 - 7:38:38 PM GMT
-  Document emailed to Grace Olguin (graceolguin@me.com) for signature
2024-04-18 - 7:38:38 PM GMT
-  Document emailed to Liz Limeta (lizlimeta@gmail.com) for signature
2024-04-18 - 7:38:39 PM GMT
-  Document emailed to Kathy Sorto (kathysorto@gmail.com) for signature
2024-04-18 - 7:38:39 PM GMT
-  Document emailed to Anahi Cruz (anahi.cruz022@gmail.com) for signature
2024-04-18 - 7:38:39 PM GMT
-  Document emailed to Margie Chavez (margiechavez@opeiulocal30.org) for signature
2024-04-18 - 7:38:39 PM GMT
-  Email viewed by Liz Limeta (lizlimeta@gmail.com)
2024-04-18 - 7:41:31 PM GMT- IP address: 172.226.3.181
-  Email viewed by Marissa Nuncio (mnuncio@garmentworkercenter.org)
2024-04-18 - 8:05:35 PM GMT- IP address: 104.28.85.128
-  Email viewed by Anahi Cruz (anahi.cruz022@gmail.com)
2024-04-18 - 8:47:08 PM GMT- IP address: 172.226.184.2

-  Email viewed by Margie Chavez (margiechavez@opeiulocal30.org)
2024-04-18 - 9:11:15 PM GMT- IP address: 98.173.49.115
-  Document e-signed by Margie Chavez (margiechavez@opeiulocal30.org)
Signature Date: 2024-04-18 - 10:11:15 PM GMT - Time Source: server- IP address: 98.173.49.115
-  Document e-signed by Liz Limeta (lizlimeta@gmail.com)
Signature Date: 2024-04-19 - 1:56:05 AM GMT - Time Source: server- IP address: 76.178.105.189
-  Email viewed by Grace Olguin (graceolguin@me.com)
2024-04-22 - 6:40:17 PM GMT- IP address: 172.226.186.0
-  Document e-signed by Anahi Cruz (anahi.cruz022@gmail.com)
Signature Date: 2024-04-22 - 6:49:50 PM GMT - Time Source: server- IP address: 173.198.56.105
-  Email viewed by Marissa Nuncio (mnuncio@garmentworkercenter.org)
2024-04-26 - 1:46:57 AM GMT- IP address: 172.226.186.12
-  Document e-signed by Marissa Nuncio (mnuncio@garmentworkercenter.org)
Signature Date: 2024-04-27 - 9:19:30 PM GMT - Time Source: server- IP address: 71.146.108.153
-  Email viewed by Kathy Sorto (kathysorto@gmail.com)
2024-04-30 - 2:57:18 AM GMT- IP address: 66.249.84.196
-  Email viewed by Grace Olguin (graceolguin@me.com)
2024-05-02 - 6:30:57 PM GMT- IP address: 172.226.3.185
-  Document e-signed by Grace Olguin (graceolguin@me.com)
Signature Date: 2024-05-02 - 6:31:29 PM GMT - Time Source: server- IP address: 35.149.38.175
-  Email viewed by Kathy Sorto (kathysorto@gmail.com)
2024-05-02 - 6:44:14 PM GMT- IP address: 66.249.84.68
-  New document URL requested by Kathy Sorto (kathysorto@gmail.com)
2024-05-02 - 6:44:22 PM GMT- IP address: 107.184.85.1
-  Document e-signed by Kathy Sorto (kathysorto@gmail.com)
Signature Date: 2024-05-02 - 6:44:52 PM GMT - Time Source: server- IP address: 107.184.85.1
-  Agreement completed.
2024-05-02 - 6:44:52 PM GMT