

AGREEMENT

Between

BRILLIANT CORNERS

and

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 30, AFL-CIO**



March 12, 2025 through June 30, 2028

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AGREEMENT

This collective bargaining agreement (“Agreement”) is entered into by **Brilliant Corners (BC)**, 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 article is to establish an understanding between the Employer, its bargaining unit employees, and the Union. The goal is to create a harmonious relationship that allows the employer to operate effectively while providing employees with fair wages and good working conditions, as outlined in this Agreement. This will also help in addressing and resolving any grievances or 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 consistent with sound business principles and in accordance with the language of this Agreement; the employee will reciprocate performing their duties with diligence, competence, and honesty. The Union will deal with the Employer and employees honestly, fairly, and in accordance with the language and spirit of this Agreement. This Agreement is entered into in consideration of mutual performance in good faith by the parties.

ARTICLE 2 - RECOGNITION

- Section 1. The Employer agrees to recognize the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement and employed at Brilliant Corners for the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment. This Agreement only applies to full-time and regular part-time Project Managers, Development Project Managers, Senior Development Project Managers, Senior Project Managers, Project Coordinators, Associate Project Managers, Housing Coordinators, Housing Acquisition Specialists, Program Associates, Program Operations Supervisors, Senior Case Managers, Case Managers, ERC Case Managers, Operations Specialists, Senior Operations Specialists, Senior Housing Coordinators, Policy Analysts, FHSP Quality Assurance Managers, FHSP Communication Managers, Rent Subsidy Administrators, Operations Specialists-Grants and Contracts Payments, FHSP Housing Quality Standards Assistant Managers, Occupancy Specialists, CIIP Project Managers, CIIP Project Coordinators, SF Housing Platform Senior Housing Coordinators, Northern California Contracts Specialists, Senior Housing Acquisition Specialists, Northern California Housing Services Occupancy Specialists, Lead Maintenance Technicians, Maintenance Technicians, Senior Maintenance Technicians, Compliance Specialists, Interim Program Coordinators, Community Managers, Staff Accountants, Senior Accountants, Budget Analysts, Financial Systems Analysts, Data Analysts, Help Desk Specialists, Salesforce Administrators, IT Support Specialists, Technology Training Specialists, Analytics Engineers, Program Trainers, Senior Recruiters, Senior Trainers, Trainers-Culture and Engagement, Lead Recruiters, Senior Receptionists, Receptionists, Training Coordinators, Community Programs

Predictive Data Analysts, Marketing and Communications Specialists, Fund Development Associates, Marketing and Events Associates, Southern California External Affairs Associates, Salesforce Support Specialists, and Program Managers (DHS) employed by the Employer at its facilities currently located at 854 Folsom Street, San Francisco, California; 1660 Hotel Circle North, Suite 204 San Diego, California; 527 West 7th Street, Los Angeles, California; 1650 So. Amphlett Blvd., Suite 210, San Mateo, California; and 3600 Lime Street, Building #2, Suites 214-215, Riverside, California (the "Unit").

ARTICLE 3 - NONDISCRIMINATION

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

ARTICLE 4 - UNION SECURITY AND CHECKOFF

Section 1. Subject to the provisions of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment that all employees covered by this Agreement shall, within 30 days of the execution of this Agreement, become and remain members of the Union for the duration of their employment with the Employer. Additionally, it shall be a condition of employment that all employees covered by this Agreement shall, after completing 30 days of employment in the covered classification, become and remain members of the Union throughout their employment with the Employer.

Employees who are required to maintain membership in the Union and fail to do so, or those who are required to join the Union and fail to do so, shall be terminated following ten (10) days written notice from the Union to the Employer.

Section 2. Upon receipt of a signed written authorization from the employee, the Employer shall deduct Union initiation fees and dues from the wages of each employee. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly. In no event shall the Employer become responsible for the payment of dues by an employee.

The Employer shall deduct from each Union member's wages the amount of dues required by the Union, as agreed upon by all employees covered by the agreement who have voluntarily agreed to such deductions.

Section 3. The Union shall indemnify and hold harmless the Employer from any claims, demands, suits, or liabilities arising from the Employer's compliance with this article.

ARTICLE 5 - MANAGEMENT RIGHTS

All matters concerning the management of the offices and business and 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 other reason, to hire, transfer, assign work, train, promote, demote, or recall, promulgate and enforce reasonable rules and regulations, to determine the processes and extent of services to be provided, the types and quantities of equipment and materials to be used, and the methods of operations are vested exclusively in the Employer subject only to the express 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 the enumeration of management rights in this paragraph shall not be construed to exclude other prerogatives not enumerated in this section.

ARTICLE 6 - UNION REPRESENTATION AND ACCESS

Section 1. The Union must provide the Employer with written notice identifying the Union's stewards and other authorized representatives. The written notice shall include the names of the stewards and authorized representatives and their positions. The Union must promptly notify the Employer of any change in stewards or other authorized representatives. The Employer will not recognize any steward or other representative unless it has a current written notice from the Union designating that person as a steward or other authorized representative.

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 at least thirty (30) days' notice to the Employer to ensure all stewards can attend. The Union shall be responsible for compensating employees during this training.

Section 3. Non-employee Union representatives may visit the work site for the purpose of determining compliance with the terms of this Agreement, for grievance handling for employees covered by this Agreement, or for scheduled meetings with Employer's management for the purpose of adjusting grievances or disputes. Union representatives are required to conform to all Company safety requirements and to exercise safety precautions at all times. Union representative(s) must provide an authorized agent of the Employer with twenty-four (24) hours advance notice of the visit and the purpose of the visit, they must check in with an authorized agent of the Employer upon their arrival at the work site, and their visit must not interfere in any way with employees' performance of work.

Conducting Union business during work time is prohibited.

Section 4. **Electronic Posting of Union Notices.** The Union will be allowed to post on an Employer-designated area of its intranet site (currently called "SHINE"). Such space

shall be used for the posting of official union communications and will be posted by a current employee of the Employer who is also a Union member. The Union agrees that it will not post any material that disparages the Employer or any other employee. The Employer retains the right to remove any material that does not comply with this provision.

Section 5. **New Employees and New Employee Orientation.** When a new employee is hired, the Employer shall notify the Union on its monthly report giving the name of the new employee, starting date and classification. The new employee orientation shall include a segment of up to thirty (30) minutes during which a Union representative/steward shall be permitted to meet with respective bargaining unit members to review labor agreements and other bargaining unit matters. The Employer will provide the Union representative with the times, dates and locations of the New Employee Orientations that contain members of this bargaining unit, and the names of the unit members in each session. If an employee Union representative/steward attends New Employee Orientation, he or she will do so on their own time.

Section 6. **Bulletin Boards.** To the extent there are bulletin boards in employee break rooms that are used by employees to post non-work material, employees shall be permitted to post Union-approved information. For all physical posting(s) of Union-approved information, a Union representative shall physically or electronically sign the document. On any bulletin board, the Union shall not direct any employee to post any information that is derogatory to the Employer or that contains false information. The Union shall provide copies of all posted materials to the Employer's Human Resources department.

ARTICLE 7 - HOURS OF WORK

Section 1. Definition

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.

Section 2. Hours of Work

The Employer 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 3. Reporting Time Pay

Employees who report to work on the Employer's premises 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 Nature or other cause not within the Employer's control.

ARTICLE 8 - OVERTIME

Non-exempt (hourly) employees will be compensated one and one-half times (1 1/2) times their statutory regular rate for overtime for hours actually worked beyond eight (8) hours in one workday or more than forty (40) hours in any one workweek in compliance with existing State and Federal laws. Paid time off shall not be counted as hours worked in the computation of overtime.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, including no pyramiding or duplication of overtime premiums, or any other premiums set forth in this Agreement.

Overtime Approval

Overtime and work outside of normal business hours (including checking work email, text messages, and phone calls) must be approved in advance by a supervisor, and failure to obtain approval may result in disciplinary action, up to, and including, termination. The Employer also reserves the right to adjust an employee's work schedule to avoid the accumulation of overtime.

In cases of emergencies involving safety, employees will attempt to contact their supervisors for permission to continue beyond their regular scheduled hours. Such emergency situations must be documented and reported to the supervisor as soon as possible, but no later than twenty-four hours after the emergency situation.

ARTICLE 9 - WORK DESIGNATIONS

Section 1. The Employer may operate a varied schedule for in-person and remote work for full and part-time employees. Employees will be assigned to one of two work types by the Employer:

- a) Remote: defined as an employee whose authorized daily work location is a non-designated Brilliant Corners workplace, site, or building.
- b) In-person: defined as an employee whose authorized daily work location is a designated Brilliant Corners workplace, site, or building.

Employees assigned to in-person work may be approved to work hybrid schedules by the employer or direct supervisor. An employee approved to have a hybrid schedule may choose to work remotely on pre-established, nonmandatory in office days. All mandatory in office days will be pre-assigned by the Employer or direct supervisor.

Section 2. Employees assigned to work remotely shall follow the following mileage reimbursement and workday start time and end time procedures:

- a) Employees assigned to work remotely and who must travel to locations to attend to the business of the Employer shall log their miles from their home to location(s) required for purposes of travel reimbursement.
- b) The workday of an employee working remotely shall begin when they leave their home to include the travel to their first stop of that day. Likewise at the end of the workday travel shall be included in the total hours worked.

Section 3. Employees assigned to in-person work types shall follow the following mileage reimbursement and workday start and end time procedures:

- a) Employees assigned to in-person work types and who must travel to locations to attend to the business of the Employer shall log their miles from their authorized Brilliant Corners workplace, site or business to location(s) required for purposes of travel reimbursement. In-person employees with approved hybrid work schedules working from home on non-mandatory in office days shall log their miles from their home to location(s) required, minus their regular commute miles from their home address to their designated BC workplace, site or building, for purposes of travel reimbursements.
- b) The workday of an employee assigned to an in-person work type shall begin when they reach their designated Brilliant Corners workplace, site, or business location(s) or any other required location(s) within their regional work area. Likewise at the end of the workday travel shall not be included in the total hours worked.

ARTICLE 10 - WORKLOAD CAPACITY

Effective July 1, 2025, the Employer and the Union are committed to ensuring a manageable workload for staff while also remaining flexible and contractually compliant.

Section 1. Policies and Procedures: The Employer may develop and implement policies and procedures that address workload and capacity issues.

- Section 2. Workload Analysis: The Employer may utilize time studies and/or position-based metrics to accurately assess employee workloads and identify capacity issues when workload capacity issues arise. These studies can provide a foundation for informed decision-making regarding staffing and resource allocation.
- Section 3. Overtime: Staff are expected to complete their work within their regularly assigned hours. If an employee is unable to complete their assigned work within these hours, they may request overtime pursuant to Article 28.
- Section 4. Adjustment to Caseload: Assignments of an increase in caseloads are intended to be temporary. In situations where a Housing Coordinator, Senior Housing Coordinator, Case Manager, and/or Senior Case Manager caseload is twenty (20) percent more than the designated caseload maximum for at least ninety (90) consecutive calendar days, the Employer will reduce the workload by temporarily modifying job duties or implementing temporary relief measures. Such instances of exceeding the designated caseload maximum by twenty (20) percent or more cannot occur more than one hundred and eighty (180) calendar days per fiscal year, whether non-consecutive or consecutive days. Prior to July 1, 2025, the Employer will conduct caseload assessments and determine next steps to support staff with caseloads above the designated caseload maximum and adjust workload when feasible.
- Section 5. Training and Support: The organization may provide ongoing training and support for employees to address any ongoing capacity issues and/or enhance their ability to manage their workload effectively. This may include professional development opportunities, time study and metric-based analyses, access to resources, and regular check-ins with supervisors to discuss workload challenges.

ARTICLE 11 - REST AND MEAL PERIODS

- Section 1. Rest Periods: The Employer shall permit employees to take rest periods. Employees are provided with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken insofar as practicable in the middle of each four-hour work period. During rest periods, the employee will be relieved of all work duty. Employees may leave the premises for the rest period. Rest periods may not be combined with other rest periods or meal periods. Nursing mothers are allowed reasonable break times for the purpose of expressing breast milk for their baby following the birth of a child and in accordance with applicable law. Rest periods can be waived provided the waiver is purely voluntary without any coercion from the Union or supervisor. Employees may be required to confirm that they have been provided an opportunity to take all of their duty-free rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by the employee).

Rest breaks will be provided as follows:

Shift (Hours Worked in Day)	Number of Paid Rest Breaks
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours	Continue under the above schedule

- Section 2. Meal Period: All employees who work more than five (5) hours in a workday are provided with an opportunity to take an uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the fifth (5th) hour of work and a second uninterrupted thirty (30) minute meal period free from all duty to commence no later than the end of the tenth (10th) hour of work, should an employee work that many hours in any given day. Employees may leave the premises for their meal periods if they so desire. Employees must record their meal periods in the timekeeping system online. Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided with all their meal periods during which they were required to work. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods. Meal periods may not be combined with other rest or meal periods. If the Company fails to provide an employee with a required meal period, the employee will be paid one additional hour of pay at the employee's regular rate of compensation.
- Section 3. On-Duty Meal Period: In limited situations, the Employer may require certain designated employees to work an on-duty meal period due to the nature of the employee's duties. Only if the nature of the employee's job duties requires it, and the employee and the Company have agreed to an on-duty meal period in writing, will an employee be permitted to take an on-duty meal period. On-duty meal periods will be paid and treated as hours worked.
- Section 4. Meal Period Waiver: Employees may not waive their meal periods to shorten their workday. Employees may waive their meal periods only under the following circumstances: if an employee will complete their workday in six (6) hours, or if an employee who does not work more than twelve (12) hours that day works more than ten (10) hours and took their first meal period, they may waive their second meal period. Employees must speak to their supervisor for clarification on whether they are entitled to waive their second meal period. Any time an employee elects to waive a meal period they must submit a written request and receive prior written authorization from their supervisor. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

ARTICLE 12 - SAFE WORK ENVIRONMENT

- Section 1. The Employer agrees to provide a safe work environment for all employees. As a result, policies and procedures intended to ensure that employees avoid hazards of

the job and unforeseen health and/or safety issues exist and can be accessed through Human Resources.

- Section 2. Employees are encouraged to be aware of their environment at all times and report any unwanted contact or behavior to supervisors immediately.
- Section 3. Employees are not permitted to transport program participants in their personal vehicles, unless required by program contracts for business reasons.
- Section 4. Starting on July 1, 2025, the Employer will provide an annual roadside assistance stipend of up to eighty (80) dollars to each employee who is required to use their personal vehicle for regular site visits as part of their job duties with the Employer. The Employer will provide the stipend upon receiving proper documentation in accordance with the Employer's policies and procedures.
- Section 5. The Employer will make a good faith effort to provide gender neutral bathrooms in all Brilliant Corners offices when feasible.

ARTICLE 13 - TRAVEL EXPENSES

- Section 1. Expenses related to an employee's regular commute are not reimbursable. This includes, but is not limited to tolls, express lanes, public transportation, and parking at an employee's designated office. However, the Employer may provide paid parking at an employee's designated office at the Employer's discretion.
- Section 2. Employees required to travel to conduct the business of the Employer or to attend conventions, conferences, or other meetings as assigned by the Employer shall be reimbursed by the Employer for reasonable expenses for hotels, flights, and ground travel. For meals and incidentals while traveling, the Employer will pay the per diem amount set annually by the IRS.
- Section 3. Travel using an employee's personal vehicle shall be reimbursed for miles driven at the then IRS rate for such expenses. Reimbursement for unavoidable tolls, parking, and other associated expenses shall also be reimbursed based on actual costs incurred if the above expenses are deemed to be reasonable by the Employer. Costs and fees associated with express lanes are not reimbursable.
- Section 4. Except for an employee's regular commute, expenses for travel on public transportation shall also be reimbursed based on actual costs incurred if deemed reasonable by the Employer.
- Section 5. All requests for reimbursement must be in accordance with the Employer's policies, procedures and in the appropriate forms.

ARTICLE 14 - 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. Introductory Period

All new employees and those hired after loss of seniority shall be considered employees in their introductory period until they have completed a ninety (90) calendar day introductory period. Time absent from work or not served for any reason shall not apply towards satisfaction of the introductory period or any extension thereof. The Employer reserves the right, in its sole discretion, to extend the introductory period for up to an additional sixty (60) calendar days. During an employee's introductory period, the employee may be disciplined, suspended, laid off or terminated without just cause at the sole discretion of the Employer. Such introductory employees shall have no recourse to the grievance or arbitration procedure to contest such discipline, suspension, layoff, or termination.

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

Section 3. Layoff

The Employer, at its discretion, shall determine whether layoffs are necessary, and which classification or classifications will be impacted. The Employer will provide twenty-one (21) days' notice of any layoffs to the Union and the employee, or else pay each employee who did not receive the twenty-one (21) days' notice the difference between the time of the notice and the twenty-one (21) days at the employee's regular rate. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off within classification as follows:

- A. All employees in their introductory period within the classification shall be laid off first, as determined by the Employer, provided that the employees who are retained possess the skills and qualifications to do the work.
- B. If further reductions within the classification are necessary, preference will be given to employees with the most seniority in the position provided that employee is "in good standing." "In good standing" is defined as: (1) the employee received a "meets expectations" or above in their annual or ninety

(90) day review and (2) has not received a warning (written or final) in the last twelve (12) months.

Section 4. Recall

Employees who are not in their introductory period and 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.

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) within three (3) workdays, 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 at least 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).

- h) Any employee who resigns from employment after completing more than one (1) year of service and is re-hired within six (6) months shall be reinstated with their previous seniority minus their time not employed by the Employer.

Section 6. Promotions and Transfers

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 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.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

- Section 1. The Employer will not discharge, suspend, or take any disciplinary actions against an employee who has completed their introductory period without just cause. Discipline will be progressive, except in cases of serious or gross misconduct- which may result in immediate suspension or termination. Serious or gross misconduct includes, but is not limited to insubordination, engaging in workplace violence, dishonesty relating to the employee's employment, theft of Employer property, intentionally falsifying employee time records, unlawful discrimination, unlawful harassment, and/or serious safety violations that create an actual or risk of death or serious injury to the employee, client(s) or others.

In cases of less serious misconduct, poor performance or non-performance, the following progressive disciplinary steps shall be taken:

1. Verbal Warning.
2. Written Warning.
3. Final Written Warning
4. Termination of Employment

The employee's supervisor and/or Human Resources representative 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 Weingarten Rights, the employee may request a Union Steward and/or Union Business Agent to attend investigatory meetings with them.

Any employee who has had a verbal warning and has corrected the issue shall have the issue sealed from their personnel file after one (1) year with no repeat of the issue.

ARTICLE 16 - GRIEVANCE & 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. Such issues include but are not limited to:

- A. Disputes over any issues related to wages, hours, or conditions of employment whether or not specifically listed herein.
- B. Any issues concerning the application of the terms of this Agreement including discipline at all levels, violations of the policies or rules promulgated by the Employer, and/ or issues concerning job titles or descriptions then currently in place.
- C. Any and all issues concerning harassment or discrimination of any kind.
- D. Any decision of an arbitrator assigned to hear a case in accordance with the terms of this Article.
- E. Any issue raised by the Union relating to alleged violations of any Federal, state, or local laws.

All such issues shall be the subject of the Grievance & Arbitration Procedure in this Article.

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

Section 3. Grievances must be filed on a form provided by the Union and describe the incident or action bringing rise to the grievance. The form will include the Articles alleged to have been violated, date of the occurrence(s), and the remedy sought. The grievance form must be signed by the Union's representative. The grievance process shall include the following steps:

Step 1. Within ten (10) workdays (Monday through Friday excluding Holidays), of the occurrence of the event being grieved or from when the employee reasonably should have first become aware of it, the Union will file the grievance with the employee's immediate supervisor or Human Resources representative. The supervisor and the employee will meet within ten (10) workdays to discuss the grievance. The employee may elect to have a Union Representative present at this meeting. Upon mutual agreement between both parties, they can utilize the Brilliant Corners' mediation process in lieu of this Step 1 meeting. If the issue remains unresolved following mediation or the Step 1 meeting, the Employer shall have five (5) workdays to notify the Union of their decision at Step 1. If the Employer does not provide a written response, the grievance is presumed to be denied.

Step 2. If the grievance is not resolved at Step 1 (or at the mediation process described in Step 1), the case may be moved to Step 2. The grievance must be submitted to a Human Resources Representative of the Employer within ten (10) working days after the parties' Step 1 meeting. Within ten (10) workdays 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.

The Employer will provide a written response to the grievance within fifteen (15) workdays after such a meeting. If the Employer does not provide a written response, the grievance is presumed to be denied.

Step 3. 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 or twenty (20) workdays after the parties' Step 2 meeting whichever occurs first.

If the employee or Union fails to file a grievance or progress any grievance to the next step within the time limits described in this Article, the grievance will be denied as untimely and may not be appealed to the next step. Failure to appeal the grievance to the next step will result in denial of the grievance as untimely.

The time limits outlined in this Article may be waived by mutual agreement.

Section 4. Arbitration. The parties shall utilize the Federal Mediation and Conciliation Service to conduct the arbitration. The rules of those organizations shall apply.

Upon demand for arbitration, both parties shall immediately petition the Federal Mediation & Conciliation Services for the names of seven (7) arbitrators from the National Academy of Arbitrators. Such list must contain at least 30% of diverse arbitrators, as defined by Resolution 105 of the ABA House of Delegates. If the list does not comply, each party must add one diverse arbitrator. Within seven (7) calendar days from receipt of the list (or the addition of the diverse arbitrators), the two (2) parties shall select one (1) name from it by alternatively crossing off a name until one (1) remains, with the grieving party striking first. This process for selecting an arbitrator need not be followed if both parties agree on any person as impartial arbitrator.

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 (if needed) 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.

The decision of the arbitrator shall be final and binding upon the parties.

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.

The fees and expenses of the arbitrator and the cost of a written transcript or the recorded record for the arbitrator (if used) 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 any written transcript.

The arbitrator shall render the award within thirty (30) calendar days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later.

The Arbitrator shall have no authority to alter, modify or amend the language of the Collective Bargaining Agreement. The arbitrator shall have no authority to make a decision on an issue not submitted to them.

Section 5. Arbitration of Employment Grievances: see Exhibit B.

ARTICLE 17 - LEAVES OF ABSENCE

Section 1. Except as otherwise stated within this Agreement, the Employer's handbook shall govern all leaves of absence currently provided including those mandated by Federal, State, or Local law.

Section 2. **Bereavement**

All employees covered by this Agreement are eligible immediately upon hire for five (5) paid days off for the death of an immediate family member to include:

- spouse, registered domestic partner, parents, stepparents, siblings, stepsiblings
- children, foster children, stepchildren, children of registered domestic partner, grandchildren
- grandparents, parents-in-law, and parents of registered domestic partner

Part-time and part-time regular employees are eligible for bereavement pay in proportion to the number of hours they are normally scheduled to work.

Requests for bereavement leave shall be made to the employee's direct supervisor and Human Resources Representative as soon as possible. The Employer reserves the right to request written verification of an employee's familial relationship to the deceased and attendance at the funeral service as a condition of receiving bereavement pay.

Section 3. **Jury Duty**

If an employee is summoned to jury duty, they must give reasonable notice to the local HR representative of the date they will need time off to serve. Employees will be granted paid time off to serve.

All employees summoned for jury service will be required to provide at least twenty (20) days' notice of being summoned and will be paid their regular rate of pay for up to ten (10) days. Thereafter, the leave shall be unpaid. The Employer reserves the right to request proof of jury service issued by the court upon return.

Employees are expected to return to work if excused from jury service.

Section 4. Election Leave

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

ARTICLE 18 - TRAINING AND PROFESSIONAL DEVELOPMENT

In the event of changes or additions are made to an employee's job description or job duties, or in the event of new technology, account changes in benefits or services provided, or equipment is introduced, or in the event an employee is promoted to a higher classification or laterally transfers to a position, the employer will provide the affected employee with appropriate training, as the need is identified by the employer, so the employee may adapt to the changes. This training may include computer-based training and on or off-site training.

Section 1. The Employer encourages and supports the professional development of employees and may reimburse the cost of pre-approved job-related trainings, conferences, educational programs and seminars. To be eligible for reimbursement, full-time and part-time regular employees must have at least six (6) months of continuous service with Brilliant Corners.

Section 2. Requests to attend qualified trainings, conferences, educational programs, and seminars must be in writing and approval must be obtained prior to registration for the seminar to qualify for reimbursement.

Section 3. Employees are asked to share any new information obtained at trainings, conferences, educational programs and seminars attended that may be helpful to co-workers following the seminar.

ARTICLE 19 - HOLIDAYS

Section 1. Holidays for purposes of this Article are listed in three categories: Federal, Special, and Floating.

Federal Holidays are those recognized by the United States government and are listed in the Article.

Floating holidays may be used at the employee's discretion. Floating holidays may be used in lieu of other paid time off such as an employee's birthday or other holiday not listed in this Article. Floating holidays will be granted each year on the

employee's anniversary date. Floating holidays may not be accrued or carried over from year to year.

Special Holidays are additional days the Employer may close to observe some special occasion such as a half-day or full day before or after a Federal Holiday. The Employer will give advanced notice of all Special holidays. The Employer reserves the right to fluctuate Special holidays from year to year and throughout the year.

Section 2. Holidays include:

New Year's Day	Federal	Indigenous People's Day	Federal
Martin Luther King Day	Federal	Veteran's Day	Federal
President's Day	Federal	Thanksgiving Day	Federal
Cesar Chavez Day	Federal	Day After Thanksgiving	Special
Memorial Day	Federal	Christmas Day	Federal
Juneteenth	Federal	Winter Holiday	Special
Independence Day	Federal	Two (2) Floating Holidays	Floating Holidays
Labor Day	Federal		

Section 3. Full-time, non-exempt employees will receive these specific holidays off with pay any time the observed holiday falls on a normally scheduled workday for the employee. In the event a holiday falls on a Saturday it will normally be celebrated on the previous Friday. If a holiday falls on a Sunday, it will normally be celebrated on the following Monday.

Section 4. All full and part-time regular employees are eligible for paid holidays immediately upon hire.

Section 5. Part-time regular employees are eligible for holiday pay in proportion to the number of hours they normally are scheduled to work.

Section 6. Employees must work their scheduled workdays before and after the holiday in order to be paid for the holiday, unless absent with prior permission or on approved vacation or sick time.

Section 7. Employees on a leave of absence will not be paid holiday pay.

Section 8. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs.

Section 9. Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday. Non-exempt employees asked to work on an observed holiday will receive their normal rate of pay for hours worked on a holiday in addition to regular holiday pay. Exempt employees will receive comp time equivalent to hours worked instead

of holiday pay that must be used within thirty (30) calendar days of the comp time being earned.

ARTICLE 20 - VACATION

- Section 1. All full-time and part-time regular employees are eligible for vacation in accordance with this Article. Part-time regular employees will accrue vacation on a prorated basis determined by the number of hours normally scheduled to work.
- Section 2. Immediately upon hire the employee will earn 3.07 hours of paid vacation for each full pay period of employment to ten (10) days per year. After the completion of the employee's second year of employment, the accrual rate will be 4.61 hours of paid vacation per pay period to fifteen (15) days per year. After the completion of an employee's fifth year of employment, the accrual rate will be 6.15 hours per pay period to twenty (20) days per year.
- Section 3. To be eligible for paid vacation, employees must work the last scheduled days before and after the vacation, unless prior approval has been granted by the supervisor.
- Section 4. Requests for vacation time off shall be in writing at least two (2) weeks in advance of the time requested. When possible, vacation requests are granted, taking into account operating requirements. When approved, vacation requests will be scheduled on a first-come-first-served basis.
- Section 5. Vacation accruals shall not exceed two (2) times an employee's annual entitlement. In order to continue accruing vacation time, an employee at the max allowed must use time already accrued before any more time is added.
- Section 6. Once per calendar year, employees may at their option and upon approval cash out up to two (2) weeks/ eighty (80) hours of accrued, unused vacation time and paid at their then current rate of pay.
- Section 7. Requests for vacation in excess of two (2) weeks must be submitted at least five (5) weeks in advance and will require special management approval and may be considered a leave of absence. Employees on a leave of absence do not accrue vacation time.
- Section 8. At the end of employment, eligible employees will be paid for all accrued, unused vacation.

ARTICLE 21 - SICK DAYS

- Section 1. All employees covered under this Agreement shall be entitled to paid sick days which shall accrue at the rate of 3.69 hours per pay period for every pay period worked up to a maximum accrual of 160 hours. Once the max is reached no further accrual will occur until the total on hand dips below the max.

- Section 2. Sick leave may be used for an employee's own illness or injury, or for the purpose of receiving medical care, treatment, or diagnosis. Sick leave may also be used for that of a family member or pre-selected designated person. A family member is defined as a child, parent, legal guardian or ward, sibling, grandparent, grandchild, spouse, or registered domestic partner of the employee. A child, parent, sibling, grandparent, and grandchild relationship shall include not only biological relationships but also those resulting from adoption, step-relationships, and foster care relationships.
- Section 3. Employees begin accruing sick leave upon hire. Part-time regular employees accrue sick leave in accordance with the number of hours they are normally scheduled to work. Employees needing additional sick leave may use accrued unused vacation time.
- Section 4. Employees are expected to report an absence to the supervisor by the start of their work hours and then each day for absences of multiple days unless prior notification has been given. Employees will keep their supervisor informed during their absence, including an anticipated return-to-work date. Employees will keep their supervisor and human resources informed during absences exceeding three (3) days, including an anticipated return-to-work date.
- Section 5. An employee who is out on sick leave for more than three (3) consecutive days may be required to provide documentation for the absence from a qualified medical professional.
- Section 6. Accrued sick leave may not be cashed out or paid out to employees at the end of their employment.

ARTICLE 22 - RETIREMENT PLAN

- Section 1. The Employer shall offer a 403 (b) Qualified Retirement Plan to all full and regular part-time employees.
- Section 2. The Employer will match the employee's contribution up to a maximum of 5%.
- Section 3. The Summary Plan Description for the Plan is available through the Human Resources office.

ARTICLE 23 - HEALTH PLAN BENEFITS

- Section 1. The Employer will continue to provide comprehensive medical, prescription, dental, and vision coverage available to all employees. The Employer will pay the full cost for all individual coverage for employees. However, if the cost for individual coverage increases by twelve and a half (12.5) percent or more in any calendar year, the Employer will notify the Union at least sixty (60) days before the effective date of any such change. In such case, the parties shall engage in bargaining to negotiate

shared cost coverage including potential adjustments to coverage levels or the introduction of lower-tiered benefit plans. Employees who select dependent coverage for any plan will pay through payroll deduction the difference between the plan(s) selected and the total cost for individual coverage.

- Section 2. At its option the Employer may change plan providers to contain costs however, any new plans must be equivalent in coverage and benefits to the previous plan offerings. In the event any change may occur, the Employer will provide the employee and the Union with at least sixty (60) days' notice prior to the start of any new coverage.
- Section 3. Details for all plans offered by the Employer including Summary Plan descriptions are available through Human Resources.
- Section 4. The Employer will provide Life Insurance coverage for each employee in the amount of \$50,000. Employees may also be covered under the plan's Accidental Death & Dismemberment rider. Details are available through Human Resources.
- Section 5. The Employer will provide Long-Term Disability (LTD) coverage for each employee. LTD benefits shall begin after the ninety-first day of total disability and will be calculated as a percentage of the employee's then current rate of pay according to the Plan. Details are available through Human Resources.
- Section 6. Except as otherwise stated in this Agreement, the Employer's Handbook shall govern all other insurance related benefits offered.

ARTICLE 24 - WAGES AND EVALUATIONS

- Section 1. The job classifications for all positions in the bargaining unit and their starting wages are listed in Appendix A attached.
- a. The starting wages for all positions listed will be assessed annually by the Employer for potential increases for the duration of this agreement which may result in wage rate adjustments. The Employer at their option may increase the starting wages by more than those listed in Appendix A if they deem it necessary.
 - b. Any employee whose wage rate, as a result of changes in the new start rate for that position, falls below that rate will receive an increase of at least two (2) percent above the new start rate.
- Section 2. Wage increases for all current employees will be awarded in two parts each year: an annual across-the-board increase and an annual merit increase based on performance.
- a. The across-the-board increases during the term of this Agreement will be 2.5% each year for each employee.

- b. Annual merit increases to employees' wages to reflect their performance rating will follow the schedule below:
 - i. Frequently Exceeds Expectations + 2.5% each year (total 5%)
 - ii. Sometimes Exceeds Expectations + 2% each year (total 4.5%)
 - iii. Consistently Meets Expectations + 1.5% each year (total 4%)
 - iv. Sometimes Meets Expectations + 0 % each year (total 2.5%)
 - v. Rarely Meets Expectations 0% (total 2.5%)
- c. Employees hired after December 31st of any year will not receive a merit increase for that year and will receive only the 2.5% across-the-board raise that July.
- d. All increases in wages will be effective the first pay period in July each year of the Agreement.

Section 3. Performance Evaluations

- a. The parties acknowledge that the intent of the evaluation process is for supervisors and employees to discuss current performance and future expectations and that communication between the two is an important element of the process.
- b. If an employee feels that their evaluation was below what they expected they may request a review with their evaluator to discuss the results and provide additional information to be considered. The evaluator may choose to change the evaluation based upon these discussions or leave the results the same. In all such cases, following the review the findings of the evaluator will be final.
- c. If an employee receives an evaluation below "consistently meets expectations," the evaluator and a representative of Human Resources shall meet with the employee to provide guidance for improving the employee's next evaluation. In addition, the employee will enter into a coaching performance improvement plan as an opportunity to chart their progress unless the employee is already part of an existing performance improvement plan and/or written warning.

Section 4. The Employer may from time-to-time award additional monetary increases to employees based on merit, profitability, or other factors. The decision to do so and the amounts are at the Employer's sole discretion.

Section 5. Language Premium Pay

Employees fluent in a language other than English shall be paid an extra one thousand forty dollars annually (\$1,040) pro-rated per pay period if the Employer determines the second language is beneficial to operations. Such determination will be made on a position by position or case-by-case basis. The Employer will establish a process to determine an employee's fluency by July 1, 2025.

ARTICLE 25 - LABOR MANAGEMENT COMMITTEE

The Parties to this Collective Bargaining Agreement agree that there are issues that may be addressed more appropriately in an arena other than formal collective bargaining negotiations. Therefore, in the spirit of mutual cooperation and dedication to the highest professional standards of the industry, it is agreed that a Joint Labor Management Committee be established.

A Labor Management Committee consisting of no more than five (5) persons appointed by the Employer and five (5) employees selected by the members of the Union shall be established for the purpose of considering suggestions for improvements in quality of patient care and employee relations. A representative of the Union and the Employer's Human Resources Department or Designee may also attend the Labor Management Committee meetings. Upon ratification of this Agreement, the Employer and the Union shall schedule Labor Management meetings once a quarter for no more than ninety (90) minutes a meeting. The parties may also meet at any time by agreement. The parties shall exchange written agenda items no less than seven (7) calendar days prior to a scheduled meeting. The Labor Management Committee's role is an advisory, rather than a decision-making one. The Labor Management Committee can-propose solutions to the Employer of:

- a) Issues or problems at worksites which affect bargaining unit members and which either party requests be placed on the agenda;
- b) Issues or problems of contract administration which may arise from time to time, other than formal grievance; and,
- c) As a forum for providing information on organizational changes and initiatives to bargaining unit members.

The purpose of the Labor Management Committee is to work with mutual respect to bring forward issues for discussion. The Labor Management Committee is not a substitute for the grievance process and has no authority to settle grievances.

ARTICLE 26 - NO STRIKE/NO LOCKOUT

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 Brilliant Corners. For the purpose of this Article, a walk-out, sit-in, sick-out, slow-down, sympathy strike, recognitional picketing relating to organizing campaigns at other Employer facilities, picketing due to a labor dispute at other Employer facilities, or picketing for any other reason, or any other form of work interruption or work stoppage shall be considered a strike.

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 Brilliant Corners.

During the life of this Agreement, the Employer shall not lock out employees.

ARTICLE 27 - ENTIRE AGREEMENT

Section 1. Entire Agreement: The Employer and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make

demands and proposals with respect to any subject or matter not covered by law in the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Sole Agreement: This Agreement constitutes the sole and entire existing agreement between the parties hereto and expresses all obligations and restrictions imposed on the Employer. Any pattern of past practice or conduct prior to this Agreement shall be deemed merged into this Agreement.

ARTICLE 28 - SAVINGS CLAUSE

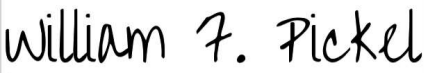
Should any provision of this Agreement, including amendments, if any, be declared invalid by any court of competent jurisdiction or governmental agency, all remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 29 - DURATION

This Agreement shall become effective on March 12, 2025 and shall remain in full force and effect through and including June 30, 2028 and shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend, or terminate same not more than ninety (90) days but at least sixty (60) days prior to the date of expiration, or any annual date of expiration. Notice must be given by certified mail, and return receipt requested.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto on the day and year first above written.

BRILLIANT CORNERS

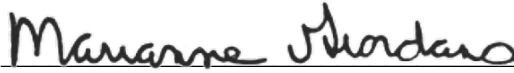

box SIGN 1X35Y7Y3-1V5RXRY2

William Pickel
Chief Executive Officer

Oct 14, 2025

Date

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 30, AFL-CIO



Marianne Giordano
Executive Director/CFO

10/22/2025

Date

EXHIBIT “A” - WAGES

EXHIBIT “B” - SPECIAL ARBITRATION FOR EMPLOYMENT GRIEVANCES

Excluding Grievable Matters Under the Collective Bargaining Agreement

Employment Grievances: Excluding any grievable matters under the collective bargaining agreement as outlined in Article 16 of the collective bargaining agreement (that are not waived by the Union), all other claims arising out of employment, including but not limited to wage & hour claims, which may be asserted by any bargaining unit employee or against any bargaining unit member by the Employer shall be resolved pursuant to the special arbitration procedures as follows:

The employee and the Employer agree to utilize this special binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to the employee’s employment. The employee and the Employer each specifically waive and relinquish their respective rights to bring a claim against the other in a court of law and to have a trial by jury. Both the employee and the Employer agree that any claim, dispute, and/or controversy that employee may have against the Employer (or its owners, directors, officers, managers, employees, or agents), or the Employer may have against the employee, shall be submitted to and determined exclusively by the special binding arbitration, in conformity with the procedures of the Federal Arbitration Act and the California Arbitration Act (Cal. Code Civ. Proc. Sec 1280 et seq., including Section 1283.05 and all of the Act’s other mandatory and permissive rights to discovery). Accordingly, the arbitrator shall also have the same authority as a state or federal court would have to issue subpoenas to third parties for production of documents and for depositions, in addition to subpoenas to appear at any arbitration hearing.

Claims subject to special arbitration include all disputes, whether based on tort, negligence, contract, statute (including, but not limited to, any claims of discrimination, harassment, retaliation, wage and hour claims, individual claims under the California Private Attorneys General Act (“PAGA”), the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, the California Labor Code, the California IWC Wage Orders, or any other state or federal law or regulation), equitable law, or otherwise. Such disputes also include claims that the Employer might bring against the employee, such as for example, theft of money, trade secrets, breach of confidentiality agreement, and/or breach of contract. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits or other forms of compensation under the California Workers’ Compensation Act, claims for benefits brought before the Employment Development Department, individual claims for wages brought before the California Labor Commissioner, or disputes that are not subject to arbitration under law, including but not limited to disputes for sexual harassment and/or sexual assault brought under state or federal law unless the employee voluntarily elects to submit such disputes to arbitration. Moreover, nothing herein shall prevent the employee from filing and pursuing proceedings before the California Civil Rights Department, the United States Equal Employment Opportunity Commission (although if employee chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement), or any local agency that allows the employee to file an administrative charge or complaint.

The Employer and Employee agree that any claims pursued against the other in special arbitration under this agreement shall be brought in the Employee's individual capacity or that of the Employer. This agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants in arbitration, or to permit such claims to proceed as a class, collective, or non-individual action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the validity, scope, or enforceability of this agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. Employee agrees to waive any substantive or procedural rights that Employee may have to bring or participate in an action brought on a class or collective basis. Employee agrees that should Employee elects to pursue any non-individual PAGA claims related to Employee's employment with the Company, such claims will be stayed in court pending completion of the arbitration of any concurrently raised arbitrable disputes and individual claims covered by this Agreement.

In addition to any other requirements imposed by law, the arbitrator selected to hear claims under this Section shall be an arbitrator experienced in employment matters and may be a retired judge, or an otherwise qualified and impartial individual to whom the parties mutually agree. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed to the extent necessary to comply with the attributes of arbitration which includes lower costs, greater efficiency and speed, and the ability to choose expert adjudicators to resolve specialized disputes. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded. Final resolution of any dispute through arbitration may include any individual remedy or individual relief available under applicable state or federal law as specifically outlined by those laws.

If any term or provision or any portion of the Arbitration Provision under this Article is deemed invalid or unenforceable, it shall be severed, and the remainder of this Agreement shall be enforceable.

The Employer will pay the arbitrator's fees and other unique costs relating to the arbitration forum. The employee and the Employer will be responsible for their own costs and for their own attorneys' fees should they choose to be represented by counsel unless the arbitrator shifts one party's costs and attorneys' fees to the other party in accordance with applicable law. Because the Union is not a party to the claims subject to arbitration under this Agreement, it is not liable for any remedies that may be awarded under this Agreement.