

AGREEMENT

Between

SAN DIEGO LESBIAN, GAY, BISEXUAL, TRANSGENDER PRIDE

and

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



May 2nd, 2025 through April 30th, 2028

(Wage and Health Insurance Opener April 30th, 2026)

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PREAMBLE

The Parties, San Diego Lesbian, Gay, Bisexual, Transgender Pride (“SD Pride” or “Employer”) and the Office and Professional Employees International Union, Local 30, AFL-CIO (“Union” or “OPEIU”), enter into this Collective Bargaining Agreement (“CBA” or Agreement”) to establish an equitable and harmonious relationship that will enable the Employer to prosper and operate efficiently under competitive conditions 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.

ARTICLE 1 – RECOGNITION

Section 1: San Diego Lesbian, Gay, Bisexual, Transgender Pride (“SD Pride”) or “Employer”) agrees to recognize the Union, the Office and Professional Employees International Union, Local 30, AFL-CIO (“Union” or “OPEIU”), its designated agents and representatives, and its successors as the sole and exclusive bargaining agent with respect to hours, wages and working conditions of all employees coming under the jurisdiction of this Agreement. The Employer voluntarily recognized the Union as the bargaining representative on October 11, 2024 via a signed Voluntary Recognition Agreement, included in this contract as *Exhibit A*.

All other SD Pride employees, including managers, temporary employees, volunteers, confidential employees, guards, professional employees and supervisors as defined by the Act are excluded.

Section 2: The Employer agrees to recognize OPEIU Local No. 30 as the sole and exclusive representative for full time and regular part-time coordinators and staff accountants employed by SD Pride, currently located at 3620 30th Street, San Diego, CA 92104.

This agreement shall apply to new classifications performing substantially the same work as full-time and regular part-time coordinators and staff accountants.

Section 3: All present employees who have become members of or have applied for membership in the Union shall maintain membership therein as a condition of employment.

Section 4: All future employees hired by the Employer shall, on the thirty-first (31st) day following the beginning of their employment, become and remain members in good standing as a condition of employment.

Section 5: New bargaining unit employees shall be advised, when hired, of the provisions of this Agreement covering Union recognition and security.

Section 6: The employer shall provide new employees with written job descriptions at the time of hire. The Employer will provide the Union and employees with copies of modified job descriptions as changes occur.

Section 7: New Employee Orientation shall include a 30-minute segment during which a Union Representative shall be permitted to meet with respective bargaining unit members to review the labor agreement, and the rights and privileges, and obligations of Union membership.

Section 8: Bulletin boards shall be provided by the Employer for Union use in areas for viewing of bargaining unit members. The Union agrees not to post any information that is derogatory to the Employer or contains false information. The Union shall provide posted materials to the Employers Human Resources department.

ARTICLE 2 – UNION SECURITY AND DUES CHECKOFF

Section 1: It shall be a condition of employment that all bargaining unit employees covered by this agreement shall, within 30 days of 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.

Section 2: The Employer will offer each new employee a written authorization for dues deduction on a form or electronic link supplied by the Union. 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. The Employer reserves the right to utilize an outside company to assist with and handle dues deductions for bargaining unit employees.

Section 3: Employees who are required to maintain their 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 thirty (30) days written notice from the Union to the Employer.

Section 4: The Employer shall deduct from each Union member's wages, the amount of Union dues and initiation fee uniformly required by the Union of all employees covered by this agreement who voluntarily agreed to such deductions.

Section 5: The Employer agrees to furnish the Union each month with the name(s) of all newly hired employees covered by this Agreement, their addresses, classifications, dates of hire and the name(s) of terminated employees and date(s) of termination. The Employer shall also provide, on a monthly basis, the name(s), addresses, and classifications of employees who were previously ineligible to be members of the

Union but who have become eligible for such a representation due to a change in job status.

Section 6: It is agreed that the Company assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees it will indemnify and hold the Company harmless from any claims, actions, or proceedings arising from deductions made by the Company under this Article or any action taken by the Company to comply with this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

Section 7: The Union shall indemnify and hold harmless the Employer from any claims, demands, suits or other forms of liabilities arising from the Employers' compliance with this article.

ARTICLE 3 – UNION REPRESENTATIVE AND ACCESS

Section 1: The Union Steward shall be permitted reasonable time to investigate, present and process grievances at the workplace during operating hours or by mutual agreement but shall not interfere with their work for the Company or with the work of any employee. Such time shall not be considered paid working time in the calculation of overtime pay. The Steward shall notify the supervisor as soon as reasonably possible prior to exercising the foregoing rights in this section. Such approval shall not be unreasonably denied.

Section 2: The Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to provided there is no interruption of work. The Union Representative must give advanced notice and observe all safety requirements of the Company while on the premises. Such notice requirement may be waived in writing if mutually agreed. The representative of the Union shall have the right to contact employees at work with respect to this agreement but shall not interrupt the operations of the Employer.

Section 3: Representatives of the Union shall be permitted to visit the property of the Employer to assist in the adjustments of grievances, meet with members. and to attend meetings with the Employer. Where possible, Union Representatives shall advise Human Resources, or their designee, at least twenty-four (24) hours in advance of visits, the time and purpose of the visit. If twenty-four (24) hours' notice is not possible, the Union will provide as much notice as possible.

ARTICLE 4 – LABOR MANAGEMENT COMMITTEE

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 (LMC) shall be established.

LMC shall consist of no more than two (2) persons appointed by the Employer and two (2) persons selected by the Union and shall be established for the purpose of considering suggestions for improvements in quality of services provided to bargaining unit employees.

A representative of the Union and the Employer may also attend the Labor Management Committee meetings.

Upon ratification of this Agreement, the Union shall request to schedule Labor Management meetings once a quarter without loss of pay for no more than 90 minutes a meeting. The Employer agrees to meet at a mutually acceptable time and location.

The parties may also meet at any time by mutual agreement.

The parties shall exchange written agenda items no less than seven (7) calendar days prior to the scheduled meeting.

The Labor Management Committee's role is an advisory, rather than a decision making one. The Labor Management Committee can propose solution to the Employer of:

- a) Issues or problems at the worksite 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 the formal grievance process;
- c) As a forum for providing information on organizational changes and initiatives to bargaining unit members.

The committee will seek to identify and resolve issues or concerns to either party. In no way shall the committee add to, delete from, or modify any provision of the contract. This committee is not a substitute for the grievance process and has no authority to settle grievances.

ARTICLE 5 – NONDISCRIMINATION

Neither the Union nor the Employer, in carrying out its obligation under this Agreement, shall discriminate against any employee because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, caste, disability, genetic information, gender identity, gender expression, veteran status, or other status protected by applicable federal, state, or local laws.

ARTICLE 6 – SAVINGS CLAUSE

Should any portion of this agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent legislation enacted, or by any decree of a Court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 7 – SENIORITY

Section 1: Seniority is defined as the length of employment of a bargaining unit employee with the Employer in a specific classification covered by this Agreement. Seniority shall be the basis for:

- a) Overtime work opportunities for which the employee is qualified to perform;
- b) Vacation selection; and
- c) Approved Leave of Absence (except where a LOA is related to protected leave under local, state, or federal law)

Section 2: A new bargaining unit employee shall work under the provisions of the Agreement but shall be employed on a ninety (90) calendar day probationary basis. Through mutual written agreement of the parties, the Employer may extend an employee's probationary period by up to sixty (60) calendar days. During the probationary period, the Employer shall have the sole discretion to discharge or discipline an employee. This action shall not be subject to the grievance and arbitration provisions of this Agreement.

If an employee is retained past the probationary period, the employee will have their seniority dated back to their most recent date of hire. In case of discipline within the probationary period, the Employer shall notify the Union in writing of said discipline.

Section 3: Continuous employment for the purposes of seniority shall be deemed to be broken for the following reasons:

- a) If the employee quits.
- b) If the employee is discharged and the discharge is not reversed through the grievance procedure.
- c) When an employee is laid off and fails to return to work within five (5) working days after being notified by the Employer by registered mail and a return receipt has been signed, and after they have been notified by e-mail, and phone.
- d) Retirement.
- e) If a bargaining unit employee voluntarily leaves the unit for less than six (6) months and is subsequently rehired seniority will be retained.
- f) An employee shall not lose their seniority if they have obtained a bona-fide leave of absence in writing, which is approved by the Employer.

Section 4: Seniority List: A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at the workplace and shall be available to all employees. Separate lists shall be maintained for each classification covered by this Agreement, as defined above. Any revision to the seniority list shall be posted and a copy furnished to the Union. Any controversy over the seniority standing of any employee on the seniority list may be submitted to the grievance procedure for resolution.

Section 5: Employees shall be laid off in the inverse order of seniority within their job classification.

Section 6: Employees who have been laid off shall be recalled to work in the inverse order of layoff within their job classification.

ARTICLE 8 – GRIEVANCE/ARBITRATION PROCEDURE

A “grievance” shall be defined as any controversy, complaint, misunderstanding or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement. The term “days” shall not include Saturday, Sunday or holidays when used in this Article.

Section 1: Step 1: Every effort will be made by the employee and Union representative to meet and settle all issues and disputes with the immediate Supervisor and the Executive Director before filing a formal grievance. The properly accredited officers or representatives of both parties to this Agreement shall be authorized to settle any alleged grievance arising out of the interpretation of this Agreement.

Section 2: Step 2: In the event the employee, Union Representative, and the Supervisor and the Executive Director are unable to arrive at a satisfactory adjustment of the issue, and if the Union wishes to pursue the matter, they must submit a written notice of the grievance to the Executive Director within seven (7) days (as defined above) from the initial meeting or the claim is nullified.

Such a written notice must cite the nature of the alleged grievance and must specify the Article and Section of the Agreement which is believed to have been violated. The Union shall take no action until the Employer has had ten (10) days to investigate, consider, and respond to the grievance. If a satisfactory disposition of the matter has not been reached, the matter then shall be subject to the mediation and arbitration procedure as outlined in this Agreement.

Section 3: Step 3: In the event the grievance remains unresolved, the grieving party, through the Union Representative, may appeal the grievance to arbitration. Written notice of such appeal must be sent by certified mail to the Executive Director within fifteen (15) workdays after receipt of the Step Two response.

Section 4: Upon mutual agreement between both the Employer and the Union, mediation with the Federal Mediation and Conciliation Service (FMCS) can be pursued as a means of resolving the dispute prior to submission to arbitration. In the event a resolution

of the dispute cannot be reached through mediation, the matter may proceed to arbitration. If a grievance cannot be resolved through mediation, the matter may be submitted to arbitration before a neutral selected through the Federal Mediation and Conciliation Services (FMCS), or, if mutually agreed to by the Union, the Labor Relations Connection (LRC). Arbitration must be demanded within five (5) working days of the conclusion of mediation. The parties will request a list of seven (7) qualified arbitrators and shall submit a list of acceptable arbitrators, listing them in order of preference. The “highest” ranked arbitrator between shall be selected. The decision of the Arbitrator shall be final and binding upon the parties. The costs of mediation and/or arbitration shall be equally shared by the parties. Each party shall be responsible for the preparation and presentation of their own case.

Section 5: Meetings will be scheduled at a mutually agreed upon time. The grievant and union steward will be permitted to attend meetings during regular working hours without loss of pay.

The time limit set forth for handling grievances pursuant to this Agreement may be extended upon mutual agreement between the Union and the Employer.

In the event the Employer fails to respond to the grievance within the time limits specified, the Union shall have the right to appeal the grievance immediately to the next step of the grievance procedure

ARTICLE 9 – NO STRIKE/NO LOCKOUT

During the term of this Agreement, there shall be no strike or lockout of employees. No employee shall engage in and neither the Union nor any employee shall induce, encourage, or incite any employee to engage in any form of strike, work slowdown, work stoppage or any other form of disruption of work. The Union shall take all reasonable and/or appropriate steps to cause any employee who engages in conduct in violation of this provision to cease such conduct. No employee shall refuse to cross a picket line established by any labor organization if such refusal would result in the employee failing to perform work for the Employer hereunder.

Any strike must be authorized by the Union. If an employee covered by this collective bargaining agreement engages in a work stoppage, work slowdown, sympathetic action or work disruption that has not been authorized by the Union, they will be subject to discipline.

In the event of an alleged violation of this Article, the Employer may arbitrate by filing written notice to the Union, the Arbitrator shall have jurisdiction to remedy the violation if proven.

ARTICLE 10 – UNEXCUSED ABSENCES

Section 1: When an Employee fails to report for work, the Employer will attempt to contact the Employee directly or their Emergency contact.

In the event an employee fails to report for work and does not inform the Employer (“No Call/No-Show”) they may be issued a final written warning. A second, separate, occurrence within a twelve (12) month period may result in termination.

Section 2: If an Employee is absent without pre-approval for three (3) or more consecutive days the employee will be considered to have abandoned their job and will be given voluntary resignation.

Section 3: The Employer may consider extenuating circumstances such as a hospitalization, or approved medical leave, in lieu of following the disciplinary steps set forth above in Sections 1-2 of this Article.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

Employees who have completed their probationary period shall not be discharged or disciplined without just cause. Progressive discipline shall follow these steps.

1. Verbal Coaching.
2. Written Warning.
3. Final Written Counseling.
4. If deemed necessary by Management and Counsel, paid administrative leave will be provided pending an investigation.
5. Termination.

Section 1: When the Employer holds a disciplinary meeting or an investigatory meeting that may lead to discipline, the Employer will inform the Union Representative (OPEIU Local 30 staff member) that such a meeting is to be held and to schedule the meeting for a mutually agreed upon time. If the bargaining unit employee declines union representation, the employee must sign a form confirming their choice to proceed without union representation. The Union Representative will make every effort to make themselves available within three (3) business days of the meeting request.

Section 2: The Employer agrees to provide the Union with copies of disciplinary actions.

Section 3: The Employer shall use its best efforts to conduct investigations within thirty (30) calendar days of the Employer’s initial knowledge of the alleged infraction.

Once the investigation has been completed, the Employer shall make every effort to issue corrective action within thirty (30) calendar days.

Timely issuance of the corrective action may be impacted by a prolonged investigation or employee, union, or employer's availability. Should a lengthy investigation impact timeliness, the Employer will notify the Union as to the reason for such delay. Prolonged investigations include, but are not limited to EEOC investigations, compliance investigations, or where forensic reports are needed.

Section 4: The Employer agrees to remove from each employee's departmental file disciplinary notices for which there has been no recurrence of a similar nature for twelve (12) months.

ARTICLE 12 – MUTUAL RESPECT

Section 1: The Employer, the Union, and the employees agree that all dealings between the parties shall be conducted with mutual respect.

Section 2: Supervisors will, at all times, make every effort to hold in private any discussions of a disciplinary nature or discussions regarding performance issues.

Section 3: The Employer and the Union agree to encourage all employees and supervisors, regardless of position or profession, to behave in a mindful and respectful manner when such individuals interact with fellow employees, internal/external stakeholders, and the public.

ARTICLE 13 – EXPENSES AND REIMBURSEMENTS

Employees will be reimbursed for pre-approved travel expenses by the Executive Director. Proper documentation of expense(s) must be provided to be eligible for reimbursement.

All original receipts must be included with the employee's travel and expense report.

1. Mileage reimbursement will be paid at the standard Internal Revenue Service (IRS) mileage rate for costs of operating a personal vehicle for approved company business.
2. Parking and ground transportation (such as rideshare companies like Ubers and Lyft) will be reimbursed.
3. Train Tickets, Airfare, Baggage fees, and Airport or Plane Internet Services will be reimbursed.
4. Lodging and Hotel Accommodations, hotel parking, and Wi-Fi will be reimbursed.

ARTICLE 14 – UNION STEWARDS

- Section 1:** The Employer agrees to recognize the rights of the Union to designate two (2) bargaining unit employees as Union Stewards (San Diego Pride Employees). The function of the Steward will be to report to the Union Representative (OPEIU Local 30 Staff) alleged infractions of the Agreement, investigate alleged grievances so that they may be properly presented, and attend new employee orientations at the appointed time set by the employer. Stewards will be assigned to participate in the quarterly Labor Management Committee meetings to discuss special issues that are raised by either party. At the discretion of the Union, Union Stewards may also attend disciplinary and investigatory meetings at which the Union Representative is present.
- Section 2:** The Union shall notify the employer at least yearly of the names of the employees trained and qualified to serve as Stewards. If at any time a Union Steward is removed or replaced, the Union shall notify the Employer within five (5) business days of such change. Stewards will be given permission by their Supervisor to leave their work area when called upon to attend disciplinary or investigatory meetings without loss of pay so long as operations are not adversely affected.
- Section 3:** With four (4) weeks' written notice from the Union, the Employer will release Union Stewards for two (2) days each calendar year to attend the Union Stewards training seminar. The Unions notice shall provide the date, time and location of the seminar and the proposed attendees. Employees who attend these training seminars will not be compensated by the Employer and bear their own travel costs/expenses.

ARTICLE 15 – PROFESSIONAL DEVELOPMENT

All Bargaining Unit Employees shall additionally receive an annual professional development budget, expensed or reimbursed by the Employer, of two-hundred and fifty dollars (\$250). This budget shall be used for virtual or in-person professional development workshops and trainings that are pre-approved by the Executive Director and Supervisor.

ARTICLE 16 – PERFORMANCE REVIEWS

All Bargaining Unit Employees, who have been employed beyond their ninety (90) day probationary period, will participate in a formal performance review on an annual basis. These reviews will commence in February of 2026. Thereafter, these reviews will commence in January of each subsequent year. The performance review will address the Bargaining Unit Employee's performance during the previous year, identify areas for growth, set new performance and career goals for the coming year.

These reviews shall consist of self-evaluations, Director and/or Supervisor evaluations, and a forty-five (45) minute in-person or virtual meeting between the Director or Supervisor and each bargaining unit employee.

The performance review process shall be as follows:

- (a) Bargaining unit employees shall be notified of their upcoming review meeting four (4) weeks in advance. The employee and director or supervisor shall work together to schedule a mutually agreeable date and time to meet.
- (b) After a mutual date is selected, bargaining unit employees shall have two (2) weeks to complete and submit their self-evaluations prior to meeting with their Director or Supervisor
- (c) The Director or Supervisor shall review the bargaining unit employee's self-evaluation and provide the bargaining unit employee with their Director or Supervisor evaluation one (1) business day prior to the performance review meeting.

Performance reviews shall be signed and dated by the Bargaining Unit Employee acknowledging receipt of the review at the scheduled meeting. The Bargaining Unit Employee shall be provided a paper or electronic copy of the Final Review (which includes their signature) within two (2) business days . A copy of the employee's Final Review shall be placed in their personnel file.

It is established that a bargaining unit employee's signature on their performance review does not indicate that they agree with the contents of the review. Such signature solely indicates that the bargaining unit employee met with their Director and completed an annual performance review.

Right of Appeal: Bargaining Unit Employees may submit a written appeal and/or supporting evidence to their performance review within ten (10) business days of receipt of their final performance review. The response will be placed in the Bargaining Unit Employee's personnel record along with their final review.

Employees shall have the opportunity during the performance review to provide feedback on workplace culture and workplace efficiency that may impact their work performance.

ARTICLE 17 – VACANCIES

When jobs become vacant or new jobs are created, the Employer shall provide existing bargaining unit employees with the first opportunity to apply for the position. All existing bargaining unit employees who apply for a vacant or new job shall receive a first-round interview.

Before the vacancy is posted to the outside, all job vacancies shall be posted internally for seven (7) days.

When more than one (1) employee applies for any vacancy, seniority shall be given the primary consideration in the selection of where qualifications, skills, and ability are relatively equal.

The Employer shall notify the Union of all vacancies or newly created jobs.

ARTICLE 18 – TARDINESS/EARLY DEPARTURES

Section 1: Tardiness/Early Departures progressive discipline may be issued as follows if after twelve (12) months from the first tardy or early departure the steps will reset:

- Verbal warning for the first 3 occurrences
- First written warning after 4th occurrence
- Second written warning after 5th occurrence
- Final written warning after 6th occurrence
- Termination after 7th occurrence

Section 2: An exception may be made for employees who are dependent on public transportation to commute to work. These employees will notify their supervisor in advance should there be an unexpected delay or disturbance and may be allowed to make up missed time within a week of occurrence, dependent on the circumstances at the Employer's discretion.

ARTICLE 19 – LAYOFFS/SEVERANCE

Section 1: **Layoffs**

In the event of layoffs due to a reduction in force, probationary employees will be the first to be laid off. Seniority (within the bargaining unit) will always prevail. When it becomes necessary to lay off employees, they will be laid off according to their seniority earned in the bargaining unit.

When layoffs or reductions in force occur, contracted employees and temporary employees shall be replaced by existing employees qualified to do the job.

Laid-off employees will be recalled in the reverse order in which they were laid off.

Section 2: **Notice of Layoff and Severance**

In the event of a layoff, the Employer will provide employees who have passed their probationary period with four (4) weeks written notice of the pending lay off. Regular, full-time and part-time employees who are laid off will be paid severance benefits. The Employee will be entitled to three (3) weeks' severance at their current pay rate and one additional (1) week's pay for every year of service.

ARTICLE 20 – 403 (B) PLAN

Section 1: The Employer will enroll and provide all employees with the benefits of the current 403(b) plan

Section 2: The parties agree the Company will maintain this retirement plan or a retirement plan that is substantially similar during the life of this Agreement. If the Employer chooses to use a different retirement plan, the parties will discuss a mutually agreeable option for a comparable plan.

ARTICLE 21 – WORKPLACE SAFETY

Section 1: **A Healthy and Safe Workplace**

To the extent that Employees are working in a physical workplace provided by the Employer, the Employer shall continue to provide a safe and healthy workplace for all Employees—including but not limited to the provision of sufficient and adequate working space, which includes (but is not limited to) ample lighting, ventilation, and ergonomic standards as necessary; ready access to sanitary workspaces and other facilities; and access to gender neutral restrooms and spaces. The Employer shall strive to maintain office space and to ensure that the office space meets all CAL/OSHA guidelines and applicable laws. If an Employee reasonably believes that there are health or safety conditions that do not allow the Employee to work in the office without threat to their health or safety, the Employee will notify the Employer, who will work to investigate and rectify the issue as soon as possible. The Employer will provide an interim work arrangement during an investigation of an unsafe or unhealthy working condition. Nothing in this Article shall preclude an Employee from exercising any available statutory rights to seek redress for an unsafe work environment, including the right to file a complaint with a governmental entity.

The Company acknowledges its requirements to follow CAL/OSHA standards regarding Heat and Illness prevention. The parties recognize that temperature conditions in and around work areas can have a direct impact on employee health. The Employer shall take appropriate measures, when possible, to prevent employee exposure to temperature extremes, either hot or cold.

The Employer shall provide and implement an illness and injury safety plan for all outdoor San Diego Pride events, in compliance with CAL/OSHA requirements.

Section 2: **Obligation of Parties During Emergency Situations**

In the event of an emergency, the Employer has an obligation to notify the Union within 24 hours after becoming aware of the emergency such as threats of violence, bomb threats, accidents, medical situations, or other threats of violence and to negotiate over the effects of any change in working conditions caused by the

emergency, if such impact is not otherwise addressed in this Agreement. An emergency shall be defined as a disruption that poses a threat to public health, safety, or the environment.

Section 3: **Emergency Office Closure Policies**

Employees who are scheduled to work in the office may work remotely if the federal/state/local government has made an announcement regarding inclement weather. If an Employee's usual caregiver routine is disrupted or delayed due to inclement weather (e.g., public schools or caregiving providers are closed, home care providers cannot travel to the Employee's home), Employees with caregiving responsibilities who are affected may set alternative work schedules in coordination with their supervisors.

In the event of a natural disaster, pandemic, civil disturbance, or other emergency necessitating office closure, the Employer will continue to follow federal/state/local government's policies as applicable. The Parties agree that in the event of any such emergency, the Employer can take unilateral action to close the office and will provide the Union notice as soon as possible and an opportunity to negotiate over the effects of the office closure. In cases of an emergency necessitating office closure for thirty (30) days or more, the Parties may enter into a supplementary Memorandum of Understanding regarding the interim terms and conditions of employment.

Section 4: **Prevention of Workplace Violence**

Employees should report any potential threats of workplace violence as soon as they become aware of them. This could include, but is not limited to, bomb threats, stalking situations, or domestic violence situations. Employees should inform the Executive Director so appropriate action can be taken to ensure employee safety. The Employer shall engage employees and their representatives in developing and implementing an annual Prevention of Workplace Violence Plan.

ARTICLE 22 – CIVIC ENGAGEMENT

Section 1: **Voting Leave**

The Company will provide up to three (3) hours of paid leave. The paid leave must occur at the beginning or end of an employee's shift.

Section 2: **Jury Duty**

When an employee is summoned for jury duty, they must show the jury duty summons to their manager as soon as possible so they can accommodate their absence. Employees may take up to four (4) Employer paid days per calendar year for the purposes of jury duty. Employees may utilize unpaid time, vacation, personal leave, or paid sick leave for jury service that exceeds four (4) days. If jury

duty lasts for less than four (4) hours on a workday, the Bargaining Unit Employee shall return to work for the remainder of the day. If released from jury duty in less than four (4) days, the Bargaining Unit Employee is expected to return to work.

Section 3: **Volunteer Civil Service**

Per California state law, as amended, no Bargaining Unit Employee shall be disciplined for taking time off to perform emergency rescue duty as a volunteer firefighter, a reserve peace officer or emergency rescue personnel. Leave under this Section will only be provided to bargaining unit employees whose civil service time fits the requirements and regulations of the applicable California statute.

Bargaining Unit Employees will notify their supervisor(s) of their intention and the timeline of their volunteer civil service duties under this article. Any leave which is taken under this Section may be unpaid or an employee may use their accrued vacation days requested.

ARTICLE 23 – SICK LEAVE

Section 1: All employees may use paid sick leave for the following qualifying absences:

- Medical appointments for employees or family members;
- Your personal illness or injury
- Your family member's personal illness or injury;
- Specified purpose if you or your family member is a victim of domestic violence or sexual violence, abuse, or stalking.

Section 2: Employees will receive 40 hours of sick time upon hire and then each year the hours will reset January 1.

Part-time employees will receive forty (40) hours paid sick leave per year, which will reset on January 1 of each year.

Section 3: Employees should provide their direct Supervisor with as much notice as possible that sick leave will be needed.

ARTICLE 24 – ORGANIZATIONAL EQUITY AND INCLUSION

San Diego Pride acknowledges that it conducts its' business and operations on unceded 'Tipai-Tiipai land and will make every effort to acknowledge this prior to events and programs with a land acknowledgement. San Diego Pride will work to create a workplace culture of justice, diversity, equity, inclusion, and promote racial equity. Organizational equity and inclusion may be addressed in the Labor Management Committee (LMC).

ARTICLE 25 – LEAVE OF ABSENCES

When an employee requests a leave, they must use any accrued and unused vacation or sick leave during all or part of their leave (unless the leave is for the employee's own personal illness or family illness pursuant to the FMLA/CFRA, in that instance, the employee may choose to remain unpaid). Employees on leave will not be eligible for holiday pay, nor will they accrue vacation or sick leave. Leave must be requested in writing as far in advance as possible. If an employee's leave expires and they fail to return to work or notify the employer, it will be considered a voluntary resignation.

For the purpose of determining eligibility for leaves of absence, San Diego Pride will use a rolling backward calendar.

Except as otherwise stated within this agreement, the Employers handbook (as amended from time to time by the Employer) shall govern all leaves of absence currently provided including those mandated by Federal, State, and Local Laws such as but not limited to, Crime Victims Leave and Accommodations, Bone Marrow and Organ Donor Leave, School and Day Care Activities Leave, and Witness Leave.

Section 1: Bereavement:

In the case of the death of an employee's immediate family member, or an immediate family member of an employee's spouse or domestic partner, regular full-time employees shall be granted a leave of absence of up to five (5) working days paid by the Employer.

Employer paid bereavement leave for part-time employees will be prorated based on their regularly scheduled hours.

Bereavement days should be taken within 3 months of the death and may be used consecutively or non-consecutively.

For the purpose of this section, "immediate family member" shall include the following, spouse, domestic partner, cohabitant, parent, step parent, parent-in-law, in loco parentis parent, sibling, step sibling, sibling in-law, step sibling in-law, child, step child, in loco parentis child, legal ward, legal guardian, foster child, adopted child, grandparents, step grandparents, step grandchildren and relative living in the same household as the employee.

Employees employed for at least 30 days who experience a reproductive loss and are bargaining unit employees shall be granted leave of absence of up to five (5) working days paid by the Employer.

San Diego Pride may require documentation such as an obituary notice to prove eligibility for bereavement leave.

Section 2: **Union Executive Board Member Leave:**

If an employee is selected to perform work for the Office and Professional Employees International Union, Local No. 30 as an elected officer of the Union, the employee may be granted time off without pay, to attend monthly Executive Board meetings. The Employer may release Union Executive Board Members to attend conventions and conferences of up to five (5) days. The Union will provide four (4) weeks' notice to the Employer when Union Executive Board Members are asked to attend.

Section 3: **Military Service:**

The Employer will grant military leave to all eligible employees in accordance with applicable State and federal laws regarding military leave and re-employment rights.

The Employer will afford the opportunity to all employees to take Military Leaves of Absence in accordance with the provisions of USEERRA, as amended and other applicable statutes.

Commencing on the first day of employment, each employee covered by this agreement who is called to for training duty in the National Guard or any of the reserve units of the United States Armed Forces, after furnishing a certificate to Human Resources evidence of their service shall be granted leave for such duty.

Following such leave the employee shall be returned to their former position shift, at their current rate of pay, and shall not suffer a loss of seniority and shall continue to accrue seniority during such leave of absence. This provision shall not preclude the employee from taking accrued vacation in conjunction with this leave.

Section 4: **Military Care Giver Leave**

The Employer will grant military care giver leave to eligible employees in accordance with FMLA/CFRA requirements.

Section 5: **Pregnancy Disability Leave (PDL)**

Pregnancy-related leave of absences and lactation accommodations will be granted in accordance with the requirements under federal and state law.

Section 6: **Family & Medical Leave (FMLA/CFRA)**

The Employer will comply with the requirements of the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

ARTICLE 26 – HOLIDAYS

Section 1: All regular employees shall be entitled to the following holidays with pay.

New Year's Eve
New Year's Day
Martin Luther King Day
President's Day
Cesar Chavez Day
Harvey Milk Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas

Holidays falling on Saturday or Sunday, at the option of the Employer, shall be observed either on Friday or Monday, or will be worked by all regular full time Bargaining Unit Employees and will be paid an additional day for the holiday at their regular pay at straight time and all regular part-time bargaining unit employees will be paid an additional day at a pro rata basis. The Employer shall provide a minimum of one (1) months' notice to bargaining unit employees.

This list does not exclude the Employer from granting additional holidays.

Any Bargaining Unit Employee required to work a listed holiday will be paid for the holiday, plus time and half. Bargaining unit employees will only be required to work a listed holiday if required for operational necessity.

Section 2: The Employer will temporarily close on the third day after the last day of the San Diego Pride Festival and Parade (otherwise known as the "Signature Event") to allow for event close out operations. The Employer will close for four (4) business days following the Signature Event and then re-open. This break will be Employer paid time off for all Bargaining Unit Employees.

Section 3: Probationary employees and employees on leave of absence will not be eligible for paid holidays.

Section 4: A regular part-time employee shall be paid their regular pay rate for a listed holiday on a pro-rata basis consistent with the employees' normal hours of employment for the day on which the holiday is observed.

Section 5: To be eligible for holiday pay, an employee must work their regularly-scheduled shift on their workday immediately preceding and following the holiday, and, if scheduled to work, the day of the holiday, except in cases of excused absences.

ARTICLE 27 – HOURS OF WORK/OVERTIME/ REMOTE WORK

Section 1: Hours of operation can vary throughout the year and per position and role. San Diego Pride's core hours of operations are from 8:00 a.m. to 6:30 p.m. Monday through Friday. The Parties recognize that the business may at times have events and activities which occur outside of core business hours. Work activities for employees in the unit may happen outside of core business hours as agreed with the Bargaining Unit Employee's Director and/or Supervisor and may be subject to the overtime rate of pay, dependent on the start time agreed upon for the day. Occasional split shifts may be required but must be approved by the Bargaining Unit Employee's Director or Supervisor.

Bargaining Unit Employees shall maintain their current start time, which will be memorialized in writing. Any change to established Bargaining Unit Employee start and end time(s) shall be discussed with the Union prior to implementation, with the Company maintaining the right to implement changes as necessary for the business. Bargaining Unit Employees shall be permitted to occasionally adjust their work hours due to operational needs, if approved in advance by the Executive Director and Supervisor.

Post ratification, all bargaining unit employees must clock their time daily in and out time and attendance in Gusto.

Section 2: **Overtime.** Pursuant to California law, overtime compensation is paid to non-exempt (hourly) employees who will be paid at time and one-half (1.5 times their regular hourly rate) for any hours worked over eight (8) hours a day or more than forty (40) hours per week. Paid time off for holidays, sick time, vacation, or other time off is not considered as part of the forty (40) hours worked in any week.

Overtime work performed must receive the approval and prior authorization of the Executive Director and Supervisor. Overtime worked without prior approval will be paid in accordance with Wage and Hour law but may subject the employee to discipline for failure to receive approval and prior authorization prior to working the overtime. During the Employer's Signature Event, which will require overtime, the Executive Director will preapprove the necessary overtime hours.

Section 3: **Lunch and Breaks.** Non-Exempt (hourly) Employees are required to take at least a (30) minute meal break unpaid for every 8 hours worked. Employees will be offered an additional 30 minute meal break unpaid if working more than 10 hours. Employees will receive two fifteen (15) minute rest periods at the expense of the Employer for an 8 hour shift and 3 fifteen (15) minute rest periods if working over 10 hours. As noted in Section 1, post ratification, all bargaining unit employees

must clock their time daily in time and attendance in Gusto, which will include memorialization of lunch/meal period.

Section 4: Full-time employees are defined as employees who are regularly scheduled to work forty (40) hours or more per week.

Section 5: Part-time employees are defined as employees who are regularly scheduled to work less than forty (40) hours per week.

Section 6: **Remote Work/Hybrid Work Schedules** shall be available for all part-time and full-time bargaining unit employees. While working remotely, employees will adhere to all company policies and procedures.

All employees are expected to work in person at least three (3) days per week, including the “core” day of Tuesdays, where staff will be expected to attend in-person meetings on site.

For a day to count as an “in office” day, the employee must work at the office for at least six (6) hours.

San Diego Pride will provide the computer technology (laptops, phones, handsfree devices) and software access needed for employees to perform their work duties while working remotely. Employees shall be expected, as part of their remote work responsibilities, to use Company provided technology to conduct work.

An employee working remotely agrees to use duty time only for the performance of official duties. While working remotely, the employee will maintain an updated calendar of scheduled meetings and meal periods.

Bargaining Unit Employees shall sign the Employer’s remote work agreement. Signed remote work agreements will be shared with the Union by the Employer. The Employer will provide four (4) weeks' notice of a change to any remote work agreement and will notify the Union.

ARTICLE 28 – HEALTH INSURANCE

Section 1: Employees regularly scheduled to work forty (40) hours per week, are eligible to receive at no cost, health, dental, vision and life insurance coverage for themselves. Coverage in these plans will take effect on the first of the month following the month employment begins. For example, if an employee were hired on April 18th, 30 days from their date of hire would be May 18th, and their health insurance coverage would be effective on June 1st.

Coverage for dependents will be paid 20% by employee for spouses, registered domestic partners, or children. This coverage will also take effect on the first month following the month employment begins.

The following is a break-down of what percentages the employer will pay for the first year of the contract:

Employee	100%
Employee and Spouse	80%
Family	80%
Employee and Child	80%

Section 2: **Economic Re-Opener.** Effective one (1) year from the contract start date, this Agreement will be re-opened for the purposes of discussing and negotiating wage rates and health insurance coverage rates only.

ARTICLE 29 – TEMPORARY/SEASONAL EMPLOYEES

Section 1: A temporary/seasonal employee is one who is hired for a defined interim period of seven (7) months or less into a bargaining unit classification. The Employer will endeavor to end contracts in a timely fashion to meet this time requirement. Should a contract exceed seven (7) months, the Parties will meet and confer to discuss

Section 2: Notification. The Employer shall notify the Union whenever there is a temporary/seasonal employee replacing a Bargaining Unit Employee on leave or when a temporary/seasonal employee is temporarily hired for no more than seven (7) months into a union eligible classification. The Employer shall notify the Union when a temporary/seasonal employee in a union eligible classification is no longer employed.

ARTICLE 30 – VACATION

Years of Service	Annual Accrual Rate	Maximum Accrual
0-2 years	2 weeks	80 hours
3-4 years	3 weeks	120 hours
5 or more years	4 weeks	160 hours

Section 1. Vacation days should be requested at least four (4) weeks in advance.

- Section 2. When a holiday occurs on a working day, the holiday is not counted as a vacation day.
- Section 3. Vacation leave will carry over automatically on the employee's anniversary date.
- Section 4. All Unused vacation time will be paid out in full at the Employee's current rate of pay upon an employee's separation from San Diego Pride.
- Section 5. All existing employees with PTO banks shall be converted and maintained in a separate vacation bank. Existing employees must use their banked PTO before using their newly accrued vacation bank. Upon ratification, a separate vacation bank will be established, and annual vacation accruals will begin as noted on the above scale.

ARTICLE 31 – WAGE SCALES AND DIFFERENTIALS

Section 1: **Wage Schedule**

Bargaining unit employee wages will adhere to the following schedule:

<u>Wage Schedule</u>	<u>5/1/2025</u>
Office Coordinator	32.00
Outreach & Organizing Coordinator	32.00
Community Programs Coordinator	32.00
Volunteer & Events Coordinator	32.00
Staff Accountant/Bookkeeper	32.00
Marketing Specialist	32.00

This will take effect upon the collective bargaining agreement being signed. Effective one (1) year from the contract start date, this Agreement will be re-opened for the purposes of discussing and negotiating wage rates and health insurance coverage only.

Section 2: **New Classifications**

If a new job classification is to be established within the bargaining unit or an existing bargaining unit classification substantially changed, the Employer shall provide the Union with thirty (30) days' notice and meet at a mutually agreed upon time and negotiate with the Union over the pay rate of the new or changed classification.

Section 3: **Minimum Pay**

It is expressly agreed that the wage scales herein provided are the minimum scales. No clause in this Agreement shall at any time be so construed as to reduce employee's pay, or increase their working hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a wage above the minimum, be granted an increase in pay before periods specified, or be advanced or promoted in the service of the Employer.

ARTICLE 32 – MANAGEMENT RIGHTS

Section 1: The Union agrees that except as otherwise expressly provided in this Agreement, the Employer is vested exclusively with the right to operate its business, which includes the right to determine, change, discontinue, alter or modify, in whole or in part, temporarily or permanently, any of the following: the management and administration of the business; the assignment and direction of the work force; the establishment and changing of work schedules; the determination of the number to be employed or retained in employment, the number assigned to any particular shift or job, and whether, when and where there is a job opening; the protection of life and property; the right to hire full-time or part-time employees and the number thereof; the right to suspend, discharge, discipline, promote, demote or transfer employees for just cause; the right to release employees because of lack of work or other reasons; the right to require overtime; the right to transfer work unless otherwise prohibited by this Agreement; the introduction of new and/or improved methods, systems, technology, equipment or machinery; the determination of job content consistent with bargaining unit employee responsibilities; the determination of the qualifications of employees; and the reasonable determination, promulgation, and enforcement of compliance with rules and regulations and the imposition of reasonable penalties for violation of rules and regulations.

Section 2: The Union recognizes the responsibility of employees to comply with reasonable rules, regulations, and practices prescribed by the Employer which do not conflict with the provisions of this Agreement.

Section 3: Notwithstanding anything to the contrary contained in this or any other provision of this Agreement, it is recognized by the Employer that the Union retains its right to bargain over the effects of any and all changes in the terms and conditions of employment.

Section 4: The management rights set forth in this Article and all other management rights contained throughout this Agreement shall survive the expiration date of this Agreement.

Section 5: This Management Rights Article shall survive the expiration of this Agreement and shall remain in full force and effect during any period of time in which the Parties are continuing to negotiate for a renewal agreement.

Section 6: The Employer will maintain status quo as required by the National Labor Relations Board during negotiations of a successor contract. The Parties will make best efforts to extend the expired agreement during successor negotiations.

ARTICLE 33 – DURATION

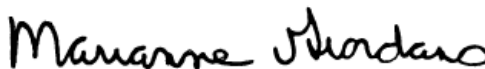
This Agreement shall become effective on **May 2nd, 2025** except as otherwise indicated, and shall continue in effect until **April 30th, 2028**, and shall continue in effect from year to year thereafter until written notice of the desire to amend or terminate this Agreement is given, not less than ninety (90) days prior to such yearly expiration, by either of the parties to this Agreement to the other and except in the event of termination notice, the Agreement then in effect shall remain in full force and effect until a new agreement is consummated.

This Agreement will be re-opened for the purposes of discussing and negotiating wage rates and health insurance coverage rates only. Ninety (90) days prior to **April 30th, 2026**, either party will provide written notice to re-open health insurance and wage rate negotiations.

Signed this 2nd day of May, 2025 by our duly authorized representatives:

SD Pride

OPEIU Local 30



Leane Marchese
Executive Director

Marianne Giordano
Executive Director/CFO