



**2024 - 2026**

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
PACIFIC NORTHWEST STAFF UNION  
AND  
KOREAN IMMIGRANT WORKERS  
ADVOCATES OF SOUTHERN CALIFORNIA**

EFFECTIVE  
DECEMBER 17, 2024 THROUGH DECEMBER 31, 2026



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## **ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

1.01 This collective bargaining agreement (“Agreement”) is entered into by and between the Korean Immigrant Workers Advocates of Southern California d/b/a Koreatown Immigrant Workers Alliance (hereinafter the “Employer” or “KIWA”) and Pacific Northwest Staff Union (hereinafter, “PNWSU” or “Union”) (collectively, “Parties”).

1.02 The Employer recognizes PNWSU as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, hours of work, and working conditions for all full-time and regular part-time Organizers, Organizers-In-Training (OITs), Researchers, Policy Advocates, Tenant Services Coordinators, Civic Engagement Coordinators, Program Associates, Development Associates, Social Media Associates, and Communications Coordinators, but excluding Managerial employees, confidential employees, office clerical employees, executive assistants, executive coordinators, professional employees, students employed in connection with a vocation education or work study program, casual/substitute employees, temporary employees (except OITs), guards, and supervisors as defined in the Act.

1.03 This Agreement shall be binding upon any successors, administrators or trustees of the Employer, for the life thereof. In the event that the entire operation is transferred to or taken over by any successors, administrator, or trustee, such operation of this Agreement shall continue for the term as defined in Article 20. The Union shall be advised of the exact nature of any transaction and provided a copy of the transaction agreement which includes the transfer of the CBA, one hundred and twenty (120) days before the execution of the transaction.

1.04 The Employer will provide any newly created bargaining-unit job descriptions and proposed wage or salary rate or range to the Union. The Union shall be provided the opportunity to review and discuss the job posting and bargaining-unit classification prior to the posting or filling of the position(s).

1.05 Split Roles: The Employer may assign an Employee to have split roles that include bargaining unit work and non-bargaining unit work. Employees who spend 61% or more of their week performing non-bargaining unit work (as defined in Article 1.02) as defined in their job description shall be considered outside of the bargaining unit. Employees who spend 61% or more of their week performing bargaining unit work (as defined in Article 1.02) as defined in their job description shall be considered inside of the bargaining unit. The Employer shall not use this as a means to undermine the bargaining unit and will only have a maximum of two (2) split roles at any time. If a regular employee performs 61% or more of supervisor-approved duties within the bargaining unit for a period of 8 weeks or more, they shall be considered as part of the bargaining unit. If a regular employee performs 61% or more of supervisor-approved duties outside the bargaining unit for a period of 8 weeks or more, they shall be considered outside of the bargaining unit.

## **ARTICLE 2 - UNION SECURITY**

2.01 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or before the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement who are hired after its effective date shall, not later than the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. All of the foregoing provisions shall be implemented in accordance with, and consistent with, applicable federal and state laws.

2.02 Employees who are required hereunder to maintain membership in the Union and pay union dues, or maintain non-member status and pay representation fees, and fail to do so shall, upon notice of such fact in writing from the Union to the Employer, be discharged thirty (30) days after receipt of said written notice to the Employer.

2.03 The Employer shall deduct dues and fees from the pay of any employee who the Union notifies the Employer has authorized such deductions in writing.

The Employer will provide monthly, a list of employees whose dues and any fees have been deducted. The list will include the first, middle, and last name, gross pay in which the dues/fees are based, and the amount of the dues/fees. The Employer shall provide the remittance list in excel format.

The Employer shall notify the Union of any change in an employee's employment status within seven (7) working days of the change.

2.04 The Union shall indemnify and hold The Employer harmless against any and all claims, demands, suits that arise out of or by reason of action taken or not taken by The Employer for the purpose of complying with any of the provisions of this Article.

## **ARTICLE 3 - SENIORITY & LAYOFF/RECALL**

3.01 Seniority shall be defined as an employee's number of whole months of service in a bargaining unit position with the Employer. For bargaining unit employees hired prior to the ratification of this Agreement, seniority shall be counted from their original hire date. An employee's accrued seniority shall only be lost after

- . working in a non-bargaining unit position with the employer for six (6) months, or
- . a break in employment of one (1) year.

3.02 New employees hired will be considered on a probationary basis for the first six (6) months of employment. Employees on probationary status will be subject to the terms of this Agreement but may be discharged or disciplined at the discretion of the Employer. Such discharge or discipline shall not be subject to the Grievance and Arbitration provisions as set forth in Article 4 of this Agreement.

3.02.1 At the time of ratification, Employees in their probationary period will have their probation period retroactively applied to their original start date and time served as defined in Article 3.02.

3.03 Seniority shall prevail in the event the Employer determines it is necessary to lay off employees where job grade, duties, and roles are reasonably equivalent.

3.04 Layoff Notice: The Employer shall notify the Union and bargaining unit Employees twenty-one (21) days prior to a layoff.

3.05 Voluntary Layoff: If the Employer has determined that layoffs are necessary, an Employee may elect to be laid-off outside of seniority to prevent or delay the lay-off of less senior employees. The Employee's voluntary offer to be laid-off outside of seniority must be submitted in writing to the Union and the Employer.

3.06 An employee who was laid off less than one (1) year ago shall be informed of any open bargaining unit position and given the opportunity to apply for and be considered for the position. The Employer shall maintain a roster of the last known email address and phone number of laid off employees for the purpose of informing eligible laid off employees about open bargaining unit positions. Laid off employees may provide updated contact information to the Employer at any time. It is the responsibility of Employees to keep their email address and phone number updated with the Employer.

3.07 Job openings within the Employer shall be emailed to all bargaining unit members prior to or concurrently with any public posting.

3.08 Severance benefits are payments made to employees upon lay off caused by work force reduction. Severance benefits shall be calculated at the employees' average weekly rate during the last twelve (12) months of service. Employees on their probationary period shall receive one (1) week's pay for severance. Employees past their probationary period shall receive two (2) week's pay for severance and then shall receive one additional week's pay for every full year of service up to a maximum of ten (10) weeks. Nothing in this Agreement shall prevent the employer from providing additional severance pay.

## **ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE**

4.01 A grievance, within the meaning of this Agreement, shall be any complaint by one (1) or more employees, which involves the interpretation or application of, or compliance with, the provisions of this Agreement provided to the employer in writing. All grievances shall identify the Article(s) and Section(s) of the Agreement alleged to have been violated and shall specify the remedy requested.

4.02 An employee or employees shall file the grievance in writing not later than thirty (30) working days after the date of the event upon which the grievance is based, or the date on which such event should reasonably have become known to the employee or employees. Any grievance not filed within the above-stated time frame shall be deemed withdrawn or dismissed.

### Step 1 - Immediate Supervisor

Within fifteen (15) working days after receipt of the grievance referred to above, the Employer shall initiate a meeting with the grievant and their Union steward for the purpose of attempting to resolve the grievance. Within ten (10) working days after the grievance meeting, the grievant shall be sent by email, a written response by the Employer or their designee. A copy of that response also shall be sent to the Union via email at [kiwa@pnwsu.org](mailto:kiwa@pnwsu.org) or another email assigned by PNWSU.

### Step 2 — Executive Director or Designee

If the grievance is not resolved at Step 1, the Union may file the grievance at Step 2 with the Executive Director or their designee. The grievance will be timely at Step 2 if it is filed by email to [hr@kiwa.org](mailto:hr@kiwa.org) within ten (10) working days after receipt of the Employer's Step 1 response. Within fifteen (15) working days after receipt of the Step 2 grievance, the Executive Director or Designee shall initiate a meeting with the grievant and their Union in an attempt to resolve the grievance. Within ten (10) working days of that conference call or meeting, the Employer shall provide the grievant a written response by email. A copy of that response shall be furnished to the Union via email at [kiwa@pnwsu.org](mailto:kiwa@pnwsu.org) or another email assigned by PNWSU.

### Step 3-Arbitration

If a grievance is not resolved to the Union's satisfaction at Step 2, the Union may submit grievance to arbitration, provided that a written request for arbitration must be sent to the Employer within twenty (20) working days after receipt of the Employer's Step 2 response. Upon the Employer's receipt of such a timely request, the union shall then request a list of seven (7) impartial Arbitrators from the Federal Mediation and Conciliation Service (FMCS).

The parties shall then select an Arbitrator pursuant to the alternative striking method (with a coin toss or similar method of determining which party strikes first). The Union and Employer will make a good faith effort to work collaboratively to expedite arbitration.

The Arbitrator shall have no power to alter, amend, add to, or subtract from the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the Employer, the Union, and the employee(s).

The fees and expenses of the Arbitrator and the FMCS shall be borne equally by both parties.

4.03 Extensions of the aforesaid time limits may be mutually agreed upon and shall be confirmed in writing. Unless an extension is mutually agreed upon between the Employer and the Union, the time limits set forth herein shall be applicable.

A failure by The Employer at any step of the grievance procedure to initiate a conference call and/or meeting, or to respond to a grievance within the specified time limits, shall result in the grievance being automatically moved to the next step.

Grievants and their Union steward or representative shall not suffer any loss of pay for time spent attending an arbitration hearing and/or participating in Step 1, 2, and 3 meetings.

## **ARTICLE 5 - DISCRIMINATION AND DISCIPLINE**

5.01 The Parties hereto state that no person covered by this Agreement shall be discriminated against because of age, sex, race, religion, national origin, handicap, sexual orientation, gender identity or political affiliation. Employees may have the option of filing discrimination charges through a civil agency.

5.02 Employees may be disciplined up to and including discharge for Just Cause.

5.03 Progressive discipline will be considered appropriate when an employee has failed to improve or correct a problem with regard to performance issues after being given a reasonable opportunity to improve. The Employer and Union agree that performance evaluations, counseling, and training shall not constitute disciplinary action.

The regular progression of progressive discipline shall include (but shall not be limited to):

1. Documented verbal warning,
2. First written warning,
3. Final written warning,
4. Discharge.

5.04 All written notices of discipline, including written warnings, will automatically expire after one (1) year if there are no intervening written notices of discipline. The disciplines after one (1) year cannot thereafter be used as a basis for progressive discipline. Copies of all written warnings shall be provided to the Union at kiwa@pnwsu.org within three (3) working days.

5.05 Once an employee invokes their Weingarten rights during an investigatory meeting, they will be given a reasonable amount of time to reach out to their union representative or steward and reschedule the meeting with the Employer if needed.

5.06 No employee shall be discharged while on vacation, on their day off, on leave of absence or while on disability leave, except in cases of serious misconduct or where the underlying violation happens during the leave.

5.07 The Employer and the Union jointly recognize the desirability of increasing employment opportunities for BIPOC, gender nonconforming, women, trans, disabled, and other underrepresented KIWA employees, and members. Both parties see Affirmative Action as an ongoing process and will pursue a program of recruitment, retention, and training with emphasis on career advancement.

**ARTICLE 6 - VACATIONS**

6.01 Full-time employees shall be entitled to, and will receive, annual accrued vacation with pay of their standard rate on the following basis:

Tier	Tenure	Hourly Equivalentents			Daily Equivalentents		
		Annual Hours Accrued	Maximum Accrual Cap in Hours	Hours Accrued per Month Worked	Annual Days Accrued	Maximum Accrual Cap in Days	Days Accrued Per Month
Tier 1	0 < 1 Year	80	120	6.67	10	15	0.833
Tier 2	1 – 2 Years	120	200	10	15	22.5	1.250
Tier 3	3+ Years	180	280	15	22.5	33.75	1.875

6.02 Part-time regular employees in the unit will accrue Vacation Time on a prorated basis based on their regular schedule.

6.03 Vacations are encouraged to be taken before the next anniversary date of the employee's most recent hire. Unused vacation time at an employee's anniversary date will roll over into the following year. Employees will accrue up to their maximum accrual cap amount as indicated in the table above.

6.04 When a holiday occurs during an employee's vacation, such holiday will not be counted as part of the employee's vacation.

6.05 Employees will be paid any unused vacation earned upon a separation of employment.

6.06 The Employer cannot cancel vacation time once approved.

6.07 Vacation requests shall be on a first come, first served basis. Vacation requests shall be approved or disapproved within 14 working days. All time off requests shall be made in writing by email, or as otherwise directed (e.g. through time reporting software), and submitted for approval to their immediate supervisor. Vacation and compensatory time off requests shall be made fourteen (14) days in advance of the requested vacation or compensatory time off.

6.08 No Employee shall lose their accrued, unused vacation due to request denials by the Employer. Accrued, unused vacation time will be paid out at termination.

## **ARTICLE 7 - HOLIDAYS**

7.01 The following holidays shall be granted with no deduction in salary and shall be paid for as though the employee has worked a full shift at the actual rate of pay. Full-time hourly staff shall be paid for 8 hour holiday pay, at their standard rate, for the following holidays. Regular part-time staff will be paid for holidays on a prorated basis based on their regular schedule

January 1/New Year's Day

Martin Luther King

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Indigenous People's day

Veteran's Day

Wednesday before Thanksgiving

Thanksgiving

Friday after Thanksgiving

3 week days prior to Dec. 25

Dec. 25/Christmas Day

Weekdays between December 26-December 31

One (1) additional discretionary holiday to be used by an Employee when requested

7.02 When one of the above holidays falls on a weekend day, Employees shall receive the day off the Friday immediately before the holiday or the Monday immediately after the holiday.

7.03 Employees shall receive a minimum of two (2) week notice if they are being assigned to work a holiday.

7.03.1 Hourly employees assigned to work a holiday shall be paid double time (2x) their standard rate for the hours worked on that holiday day

7.03.2 Salaried employees assigned to work a holiday shall receive personal days equivalent to the holiday days worked

## **ARTICLE 8 - HEALTH & WELFARE**

8.01 The Employer shall maintain its existing healthcare, dental, and vision coverage.

8.02 By June 30th, 2025, the Union and the Employer will start negotiating adding a family plan to the healthcare coverage to include spouses and children.

## **ARTICLE 9 - RETIREMENT PLAN**

9.01 The Employer will provide a 403b retirement plan to all employees. The Employer will offer a percentage match of the employee's compensation. This rate is evaluated and set annually, but not to be below 3%.

## **ARTICLE 10 - REIMBURSED EXPENSES**

10.01 When assigned to travel, meal, travel, and incidental expenses shall be covered by the Employer within a budgeted amount and with approval from the Employer.

10.02 Staff assigned out of town overnight shall be provided with their own Hotel/Motel lodging. The Employer shall pay the full cost for lodging, which may be a hotel/motel room or private rental as approved by the Employer.

10.03 The Employer shall provide cell phones to part-time and full-time staff members in the bargaining unit to be used for work responsibilities. Staff will continue to receive a \$75/mo cell phone stipend until implementation is complete, in Q1 of 2025.

10.04 The Employer shall reimburse all qualifying full-time employees for DACA application fees and DACA renewal fees up to \$500 in any two (2) year period upon request by the employee and receipt of supporting documentation.

10.05 Out of Town Employee Meal Allowance: In instances that meals are not provided, the employee shall be reimbursed the reasonable cost of meals during the period while out of town on Employer business - \$15 for breakfast, \$20 for lunch, and \$35 for dinner – additional amounts may be approved by the Employer on a case-by-case basis.

10.06 Eligible employees shall be provided a charge card from the Employer to cover any approved costs related to a program or a campaign - including, but not limited to, receipted meals with workers, printed materials, pens. If use of the charge card is not possible, the Employer shall reimburse an Employee, when a receipt is provided, for campaign related approved expenses. Employees shall always prioritize attempting to use the Employer-provided charge card first before paying out of pocket for work related expenses.

10.6.1 Employees shall never be required to pay out of pocket for campaign or program related expenses.

10.6.2 Employees shall submit incurred expenses for reimbursement within 2 weeks of purchase. The Employer shall reimburse Employees within 30 days after receiving the reimbursement request.

10.07 Employees who are required to use another language other than English shall receive an additional \$50/pay period.

10.08 The Employer will provide a travel budget (including, but not limited to Uber, Lyft, public transportation) to Employees without access to a personal vehicle to use for assigned and approved travel expenses.

## **ARTICLE 11 - LEAVES OF ABSENCE AND SICK LEAVE**

11.01 The Employer will grant leaves of absence in compliance with federal and state law for eligible employees.

11.01.1 Sick Leave and State Disability Insurance (SDI): If an employee is eligible for SDI, application of accrued sick leave shall be reduced by the amount of SDI benefit the employee is eligible to receive. The reduced amount of sick leave payment shall then be charged against the employee's earned sick leave. If an employee is eligible for Workers' Compensation insurance, the same method of integration with the Employer-paid sick leave shall apply.

Employees shall work with the Employer to provide documentation about the Employee's expected SDI pay.

11.01.2 If an Employee needs additional time, an unpaid leave of absence shall be approved on a case by case basis with the Employer's approval.

11.01.3 In accordance with state and federal laws, a leave of absence may be taken at non-consecutive times.

11.02 Any leave of absence - required by law or approved by the Employer, and unpaid or paid - shall be protected leave. Employees shall be guaranteed their same position when they return from a Leave of Absence. Employees shall not lose their seniority for a leave of absence and an Employee shall continue to accrue their seniority while on the Leave of Absence.

11.02.1 An Employee shall return from their Leave of Absence on the next working day after the leave ends. An Employee who fails to return on the next working day after the leave ends, shall receive a final written warning. An Employee who fails to return from their Leave of Absence the following day after receiving a final written warning for not returning shall be considered as voluntarily quitting.

11.03 Sick Time Accrual and Use: Each Full-time employee shall accrue one (1) day eight (8) hours of paid sick leave per month. Employees can accumulate a maximum of twelve (12) sick days, or 96 hours. Sick days are not subject to cash out.

11.03.1 Employees upon hire shall be front-loaded three (3) sick days

11.03.2 Sick days may be used for diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member, including a domestic partner.

11.03.3 Sick time accrual for part-time regular staff in the unit will be accrued on a prorated basis, based on their regular schedule.

## **ARTICLE 12 - JURY DUTY AND WITNESS PAY**

12.01 Employees who are called for service on a Municipal Court, District Court, Superior Court or Federal District Court jury shall be excused from work for the days on which they serve for up to five (5) days within a working year and receive their regular compensation.

12.02 Employees required to appear in court or in legal proceedings on behalf of their Employer shall receive their regular compensation.

## **ARTICLE 13 - BEREAVEMENT LEAVE**

13.01 Any employee suffering the death of a spouse, partner, child (including the loss of pregnancy or partner's loss of pregnancy), parent, sister, brother, aunt, uncle, mother-in-law, father-in-law, grandchildren, grandparent, stepchild or stepparent shall be allowed to take up to five (5) day leave from work with pay at their standard rate.

13.01.1 In rare and exceptional circumstances, the Employer will consider providing an equal amount of Bereavement Leave for family members not specifically addressed above. Any such consideration or leave granted is at the sole and exclusive determination of the Employer shall be non-precedent setting and shall not be subject to the grievance procedure in this agreement or any other recourse under local, state, or federal law.

## **ARTICLE 14 - AUTO POLICY**

14.01 All organizers shall receive a \$100/month stipend for an auto allowance.

## **ARTICLE 15 - EMPLOYMENT CONDITIONS AND TRAINING**

15.01 Requests for funding of continuing education and training brought to the Employer by employees shall be given fair and reasonable consideration. If approved, during the training the employee shall be considered on work time and paid accordingly. Approval shall be at the sole discretion of the Employer. Newly hired employees shall be provided training opportunities appropriate for their position.

15.02 Assignment of Work Duties

The Employer retains the right to assign employees to work duties as needed, and to transfer employees from one work location or assignment to another, except to the extent limited by this Agreement. The employer will consider the needs of the employee(s) as well as the organization in

making work assignments. It is agreed that there shall be no involuntary transfers in lieu of discipline. Employees who refuse a transfer shall not be terminated, but may be subject to layoff with rights to recall.

#### 15.03 Notification of Transfers

Employees shall be given one (1) week notice of any permanent transfer of work assignments and the employee shall be informed of the reason for the reassignment. Employees receiving a new work assignment shall be provided additional training to the campaign requirements and a grace period of two (2) weeks from discipline based on performance.

#### 15.04 Performance Evaluations

Employees in all job classifications in probationary periods shall be evaluated by their direct supervisors and complete a self-evaluation after thirty (30) days. After three (3) months, the Employee's direct supervisor shall meet with the Employee to perform a performance evaluation, including an employee self-evaluation. After the probationary period ends, employees shall be evaluated on an annual basis. Performance evaluations shall include evaluations conducted by direct supervisors and a self-evaluation conducted by employees, followed by a meeting.

## **ARTICLE 16 - WAGES**

16.01 Every employee shall be assigned a step number at their time of hiring or rehiring. Step assignments may be based on past experience, skills, and abilities. The step number for bargaining unit staff who are employed when this agreement is ratified shall be the whole number of years of service. Employees' step number shall increase by one on the anniversary of their most recent hiring date.

16.02 Bargaining unit staff salaries and hourly rates shall be paid according to the staff wage scale below:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Program Associate	31.01	31.5	32	32.5	33	33.5	34	34.5	35	35.5
OIT	33									
Organizer, Researcher, Policy Advocate, Tenant Services Coordinator, Development Associate, Communications Coordinator	33.49	34.83	36.22	37.67	39.18	40.75	42.38	44.07	45.83	47.67
Annual FTE	69,660	72,446.40	75,344.26	78,358.03	81,492.35	84,752.04	88,142.12	91,667.81	95,334.52	99,147.90

16.03 Standard Rate: An Employee’s standard rate shall include their base wage plus any premiums (for example: multilingual premium pay).

16.04 Upon ratification of this contract bargaining unit members not being laid off shall receive a one-time bonus of \$1,000.

## **ARTICLE 17 - OVERTIME, COMPENSATORY TIME OFF, AND WORK WEEK**

17.01 All hourly Employees shall be paid overtime at the rate of time and one half their standard rate for required hours worked in excess of eight (8) hours in a day, forty (40) hours in a week, or the seventh (7<sup>th</sup>) consecutive day.

17.02 Exempt Employees - Weekend Work and Additional Compensatory Time: The Employer shall ensure employees receive a minimum of three (3) full weekends off per month.

17.02.1 Weekend work assignment shall be non-consecutive, unless by mutual agreement.

17.02.2 Employees shall not be required to work more than ten (10) hours in one day without mutual agreement.

17.02.3 During a strike, campaign, or large mobilization the Employer may request employees work more than three (3) weekends in one month or more than ten (10) hours in one day. In those instances, and after discussing with their immediate supervisor, employees will be able to alter their regular work week schedules or will receive time off immediately following the campaign, or instead, be credited with additional personal days to be used within one hundred twenty (120) days.

17.02.4 Notification: Except in cases of emergencies, or instances in which the employer could not reasonably be expected to plan far enough ahead, an employee, and the Union, shall be given at least five (5) work days' written notice for any assignment which requires weekend work.

17.02.5 Additional Accrual: The Employer may authorize additional personal days in extraordinary circumstances, at the request of the employee or the Union. Such earned personal days must be scheduled and used within one hundred twenty (120) working days of accrual.

17.02.6 In circumstances where the Employee performs weekend work as part of their regular schedule, the Employer shall ensure that full-time employees are scheduled with two (2) alternative designated days off within the same week.

17.03 The Employer may allow remote work on a case-by-case basis. The Employer may require some or all staff to work at the office on specified days.

## **ARTICLE 18 - UNION ACTIVITIES**

18.01 There shall be no discrimination against any employee because of their Union Membership or activities.

18.02 A Steward may utilize a reasonable amount of work time without loss of pay, to confer with an affected employee with respect to any matters for which remedial relief may be sought pursuant to the terms and conditions of this Agreement, or to interview witnesses, review documents, or prepare materials necessary to process a grievance.

18.03 Any meeting between any Employer representative and a Union steward, PNWSU Chapter Officer, or PNWSU President concerning a matter for which remedial relief may be sought pursuant to the terms of this Agreement, may be held on work time.

18.04 Union Stewards shall be released from their regular assignment(s) with pay to attend bargaining sessions, labor management committee meetings, and contract enforcement related activities.

18.05 The Employer shall grant at least one (1) day each year with pay to each employee for the purpose of attending events and training endorsed or sponsored by the Union.

18.06 The Employer shall provide a space for a union bulletin board to be placed in the KIWA office(s).

## **ARTICLE 19 - SEVERABILITY & SAVINGS CLAUSE**

19.01 In the event that any provision of this Agreement is finally held, or determined to be, illegal or void as being in contravention of any law, ruling, or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect.

19.02 If any provision of this Agreement is held invalid, the Union and Employer further agree that they shall promptly enter into negotiations for the sole purpose of attempting to achieve a mutually satisfactory replacement for such provision.

## **ARTICLE 20 - MANAGEMENT RIGHTS**

22.01 The parties recognize that it is the right, obligation, and responsibility of KIWA to operate in the manner consistent with its goals. Therefore, except as expressly limited by specific terms of this Agreement and by law, KIWA retains exclusively all of its normal and inherent rights with respect to management of the organization, including but not limited to the following: to determine, select, and direct the employees assigned to any classification of work or work assignment; to determine the number of employees assigned to any classification of work or work assignment; to establish and change work schedules; to lay off or otherwise release employees from duty for lack of work; to

discontinue operations in whole or in part; and to institute technological changes and otherwise take such measures as KIWA may reasonably determine to be necessary to the orderly, efficient, and economical operation of the organization.

## **ARTICLE 21 - LABOR MANAGEMENT COMMITTEE**

21.01 A PNWSU representative with at least two (2) other bargaining unit Employee and no more than three (3) bargaining unit Employees shall meet with at least (2) two Employer representatives and no more than four (4) Employer representatives quarterly to discuss issues in the workplace. Employer representatives may include non-bargaining unit leads.

21.02 The purpose of this committee is to discuss concerns about workplace issues and organizational issues that affect bargaining unit staff.

21.03 The Committee shall generally work through consensus on issues.

21.04 Bargaining unit representatives may be provided time at the Board of Directors meeting once per year to meet with the Board of Directors to present on opportunities to make KIWA more successful and aligned with its mission, pending Employer and Board approval.

## **ARTICLE 22 - TEMPORARY EMPLOYEES**

22.01 Temporary Employees not in the bargaining unit shall be provided 2 weeks' notice before the end of their contract with the Employer or a layoff. The termination or layoff of temporary Employees shall not be subject to the grievance procedure of this Agreement.

22.01.1 Temporary Employees laid off shall be provided the opportunity to reapply for a new temporary position if one becomes available within one (1) year after the layoff.

22.02 After one (1) year of continuous work with the Employer, a permanent bargaining unit position may be offered to the temporary Employee, contingent upon funding availability.

22.02.1 Temporary Employees employed at the time of ratification shall be credited their time worked to count towards a permanent bargaining unit position offer as outlined in 22.02.

## **ARTICLE 23 - NO STRIKE/LOCKOUT**

23.01 During the term of this Agreement, or any extension thereof, KIWA agrees there will be no lockouts and the PNWSU agrees that it will not directly or indirectly cause, encourage, sanction, or participate in economic strikes, work stoppage, slowdown, or boycott against KIWA.



## **EXHIBIT A - SIDE LETTER, SOCIAL MEDIA ASSOCIATE**

### **Between**

KIWA (“Employer”)

### **And**

PNWSU (“Union”)

### **Re: Social Media Associate Position**

This Side Letter Agreement (“Agreement”) is made and entered into by and between the Employer and the Union, collectively referred to as “the Parties.”

#### **1. Purpose**

The purpose of this Agreement is to clarify the bargaining unit status of the current Social Media Associate and to establish the status of future hires in this role.

#### **2. Current Social Media Associate**

The Parties agree that the individual currently holding the title of Social Media Associate, Andy Choi, is not included in the bargaining unit represented by the Union at this time because they are a contractor.

#### **3. Future Hires**

The Parties further agree that any individuals hired into the position of Social Media Associate as a part-time or full-time staff member following the departure or transition of the current Social Media Associate will be included in the bargaining unit represented by the Union, provided that the duties and responsibilities of the position remain substantially similar to those outlined in the Union’s jurisdiction. This side letter does not waive the Employer’s right to continue using an independent contractor for the same scope of work.

#### **4. No Precedent**

This Agreement is specific to the current Social Media Associate and the particular circumstances described herein. It shall not set a precedent for determining bargaining unit status for any other positions or employees.

#### **5. Acknowledgment**

The Parties acknowledge and agree that this Side Letter Agreement is a supplement to and does not modify the terms of the Agreement between the Employer and the Union.

#### **6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of California.

**7. Execution and Effective Date**

This Agreement is executed as of the date set forth below and shall remain in effect until the circumstances described herein are no longer applicable or until otherwise mutually agreed by the Parties in writing.

**KIWA**                      **Date:** 2/25/2025

**PNWSU**                      **Date:** 2/12/2025

DocuSigned by:  
*Alexandra Suh*  
66972101E7C74FF...

**Alexandra C. Suh, Executive Director**

Signed by:  
*Hannah Cornfield*  
7C7B3E808F1C482...

**Hannah Cornfield, Bargaining Team**

Signed by:  
*Andy Choi*  
C27535D64FB247E...

**Andy Choi, Social Media Associate**

## **EXHIBIT B - SIDE LETTER, LABOR MANAGEMENT COMMITTEE**

### **Between**

KIWA (“Employer”)

### **And**

PNWSU (“Union”)

### **Subject: Labor-Management Committee Meeting**

This Side Letter Agreement (“Agreement”) is made and entered into as of [Insert Date], by and between the Employer and the Union, collectively referred to as “the Parties.”

### **Purpose:**

The purpose of this side letter is to confirm the Parties' mutual agreement to convene a Labor-Management Committee meeting to discuss the Employer's financial situation.

### **Agreement:**

#### **1. Meeting Timeline**

The Employer and the Union agree to schedule and hold a Labor-Management Committee meeting before the end of Quarter 4 of 2025.

#### **2. Discussion Topics**

The primary agenda for this meeting will include an in-depth discussion of the Employer's financial situation and any related matters as deemed relevant by the Parties. Both parties agree to discuss a wage reopener, discuss adjustments to part time hours, and discuss family health insurance plan implementation.

#### **3. Collaboration and Good Faith**

The Parties agree to approach this meeting with a spirit of collaboration and good faith, recognizing the shared interest in maintaining a transparent and constructive dialogue regarding the Employer's financial health.

#### **4. No Waiver of Rights**

This side letter does not waive or modify any rights or obligations under the existing collective bargaining agreement unless expressly stated otherwise herein.

### **Effective Date:**

This side letter agreement becomes effective upon signature by authorized representatives of both Parties.

**KIWA**                      **Date:** 2/25/2025

DocuSigned by:  
*Alexandra Suh*  
66972101E7C74FF...

**Alexandra C. Suh, Executive Director**

**PNWSU**                      **Date:** 1/31/2025

Signed by:  
*Hannah Cornfield*  
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**Hannah Cornfield, Bargaining Team**

## **EXHIBIT C - CONFIDENTIALITY AGREEMENT, DEVELOPMENT ASSOCIATE**

This Confidentiality Agreement ("Agreement") is entered into as of the date below, by and between KIWA ("Organization") and Tara Stone ("Development Associate" or "Employee").

### **1. Purpose**

The Development Associate acknowledges that in the course of their employment, they may have access to sensitive financial information, including but not limited to donor information, budgets, financial reports, and other proprietary data ("Confidential Information"). This Agreement is intended to ensure that such information is safeguarded and not disclosed inappropriately.

### **2. Definition of Confidential Information**

Confidential Information includes, but is not limited to:

- Donor records, contributions, and contact information.
- Financial projections, reports, and analyses.
- Information regarding the Organization's fundraising strategies or campaign plans.
- Other information deemed sensitive by the Organization.

Confidential Information does not include information that:

- a) Is publicly available through no fault of the Development Associate.
- b) Was lawfully known to the Development Associate prior to disclosure to the Development Associate by the Organization.

### **3. Non-Disclosure Obligations**

The Development Associate agrees not to disclose, share, or discuss Confidential Information with any individual, whether in or outside their bargaining unit, whether or not an employee of the Organization, whether verbally, in writing, as images, or through any other means, unless expressly authorized in writing by the Executive Director.

### **4. Exceptions**

Disclosure of Confidential Information may only occur if required by law or with prior written consent from the Organization. If disclosure is required by law, the Development Associate must notify the Organization immediately and cooperate in seeking an appropriate protective order. This Confidential Agreement does prohibit disclosure of information deemed non-confidential by the National Labor Relations Act, such as wage, hours, benefits, and working conditions.

### **5. Return of Materials**

Upon termination of employment, the Development Associate agrees to return all documents, files, logins, passwords, equipment, and other materials containing Confidential Information, whether in physical or electronic form.

**6. Duration of Obligations**

The obligations under this Agreement shall survive the termination of the Development Associate’s employment with the Organization.

**7. Breach and Remedies**

The Development Associate acknowledges that unauthorized disclosure of Confidential Information could cause irreparable harm to the Organization. In the event of a breach or threatened breach of this Agreement, the Organization is entitled to seek injunctive relief in addition to any other remedies available under law.

**8. Acknowledgment of Understanding**

By signing below, the Development Associate affirms that they have read and understood this Agreement and agrees to abide by its terms.

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements or understandings.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**KIWA**                      **Date:** 2/25/2025

**PNWSU**                      **Date:** 2/8/2025

DocuSigned by:  
*Alexandra Suh*  
66972101E7C74FF...

**Alexandra C. Suh, Executive Director**

Signed by:  
*Hannah Cornfield*  
7C7B3E808E1C482

**Hannah Cornfield, Bargaining Team**

Signed by:  
*Tara Stone*  
1BE4BE9752034BE...

**Tara Stone, Development Associate**

## EXHIBIT D - ACCOUNTABILITY AGREEMENT

### Phase 1 - Day of Ratification (after ratification is voted and accepted)

- 1) Proceed with layoffs
- 2) Instagram: As an offer of good faith for a future of co-governance, we will remove 7 instagram posts.
  - a) [The video of Alexandra](#)
  - b) [The post on Michelle and Brady](#)
  - c) [Lety](#)
  - d) [Lena](#)
  - e) [Ale](#)
  - f) [Tara](#)
  - g) [Ninel](#)
- 3) Remove 1 ULP about implementation during bargaining.
- 4) Publish joint statement on Instagram:

Today, KIWA management and staff union reached an agreement and concluded the 13 day-long Unfair Labor Practice strike. We have worked together at the bargaining table to find a solution to KIWA's current financial situation that allows us to move forward as an organization.

In the coming months, we are committed to building a strong KIWA that truly advances worker power. We move forward with the understanding that workers at KIWA have experienced harm from management, and the organization is taking steps to ensure this doesn't happen again and that workers have a voice in the workplace.

The signing of this contract marks a momentous achievement. We have significant work ahead as we rebuild trust, practice democratic leadership, and community accountability at KIWA. We look forward to participating in mediated reconciliation sessions, open conversations about changes with community members, and continued reflection on KIWA's structure and practices. We, the KIWA staff union and management alike, deeply believe in the KIWA mission and are committed to rebuilding our organization in order to work towards worker power.

We are excited to be a worker center with a strong union, setting an example to workers in our community of worker power in action. We are grateful to and inspired by the KIWA members, former KIWA workers, and the greater LA labor movement community for supporting us. We are stronger because of it.

Sincerely,

KIWA PNWSU Staff Union and KIWA Management

**Phase 2:**

Begin Restorative Justice Sessions by Jan 17th 2025. Release joint within 48 hours after they begin. Hyun, Mirna, Jason, Ale, and Lena all invited to attend.

**KIWA**      **Date:** 2/25/2025

**PNWSU**      **Date:** 1/31/2025

DocuSigned by:  
*Alexandra Suh*  
66972101E7C74FF...

Signed by:  
*Hannah Cornfield*  
7C7B3E808F1C482...

**Alexandra C. Suh, Executive Director**

**Hannah Cornfield, Bargaining Team**



## EXHIBIT F - SEPARATION AGREEMENT

Korean Immigrant Workers Advocates dba. Koreatown Immigrant Workers Alliance (KIWA)  
[date]

Dear [name]:

This letter (“Separation Agreement”) is to confirm the terms of your separation/lay off, discussed [date—if prior to today], from the Korean Immigrant Workers Advocates of Southern California, dba Koreatown Immigrant Workers Alliance (“KIWA”). The separation will be effective [date] (the “Separation Date”).

1. Separation Date. You are laid off/separated from your position at KIWA, effective on the Separation Date. You recognize that your employment with KIWA will cease on the Separation Date.
2. Receipt of All Monies Owed. You acknowledge that (i) prior to execution of this Separation Agreement, you have at all times been properly compensated in accordance with applicable laws; (ii) no other monies are owed to you and KIWA has paid to you all wages that are owed to you; and (iii) KIWA is not requiring that you execute this Separation Agreement in order to obtain any wages owed to you.
3. Neutral Reference and Unemployment Benefits. As part of this Separation Agreement, KIWA agrees as follows:
  - a. Severance: KIWA will pay you a severance amount equivalent to [number] (#) weeks of your current salary, less customary payroll deductions, to be paid within four (4) weeks after this agreement is signed by You, provided that all equipment, keys, clickers, work-related documents and materials, editable files of all work products you have worked on while at KIWA, and all KIWA-related logins and passwords are turned over to the Director of Operations by [date]. You will receive this severance pay in the form of a lump sum payment. Additionally, if you request it and the above materials and information are provided to the Director of Operations, your healthcare coverage can be continued through [date].
  - b. Reference Inquiries. In response to any reference inquiries, KIWA will only release your dates of employment and last position held, or as mutually agreed in writing.
  - c. Unemployment Claims. If you choose to file an unemployment claim, KIWA will report to EDD that you were involuntarily laid off. KIWA does not warrant or guarantee that this makes you eligible for unemployment benefits. You are responsible for filing your claim and ensuring that you are otherwise eligible for benefits.
4. General Release of Claims. You acknowledge and understand and agree that in consideration of KIWA’s agreement set forth in Paragraph 3, that:

- (a) You have no claim against KIWA and YOU HEREBY WAIVE (GIVE UP) ANY CLAIMS WHICH YOU MAY NOW HAVE, WHETHER KNOWN OR UNKNOWN, AGAINST KIWA and/or its current or former officers, any parent organization, directors, agents, employees, successors or assigns (“Released Parties”), and will not now, or in the future, accept any recovery (including monetary damages or any form of personal relief), either individually or as a member of a class, in any forum from the Released Parties, that is based upon, or arises out of, any aspect of your employment with, or separation from, KIWA, including, but not limited to, any claims for attorneys' fees, any claims for unpaid wages or compensation, any claims which you may have concerning any intentional or unintentional tort, any claims which you may have concerning any contract or policy, whether such contract or policy is written or oral, express or implied, including any contract that may have governed your employment, and those claims based upon any Federal, State or Local statutes, orders or regulations, including but not limited to those concerning leaves of absence (including the Family and Medical Leave Act and the California Family Rights Act), those concerning pension and benefit plans (including the Employee Retirement Income Security Act of 1974), those prohibiting adverse actions or retaliation against people who “whistle blow” or report improper conduct (including but not limited to the Sarbanes Oxley Act of 2002), those concerning discrimination on any basis including, but not limited to, handicap or disability, race, color, creed or religion, sex, sexual harassment, national origin, age (including the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the California Fair Employment and Housing Act and/or any other claim of discrimination arising under Federal, State, or Local law), and claims under any theory of wrongful discharge, or as a result of genetic information, veteran or marital status, height, weight or sexual preference or orientation, or any other basis of liability. You specifically agree to waive and release the Released Parties from all such claims.

You hereby expressly waive and release any and all rights, causes of action, liabilities, demands, and claims of any kind or nature under Section 1542 of the California Civil Code or any analogous state, local or federal law, and do so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542, which provides: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.”**

- (b) This Release of Claims is not intended to apply to insured benefits, if any, for which you are eligible, pursuant to the terms of any employee benefit plan in which you are, or have been, a participant.
- (c) KIWA has no claim against you and KIWA, on behalf of itself and any parent or related entity, hereby waives any claims which it may have, whether known or unknown, against you that is based upon, or arises out of, any aspect of your employment with, or separation from, KIWA, including, but not limited to, any claims for attorneys' fees. KIWA hereby expressly waives and releases any and all rights, causes of action, liabilities, demands, and claims of any kind or nature under Section

1542 of the California Civil Code or any analogous state, local or federal law, and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.”

- (d) Nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.
5. Preservation of Certain Rights. Nothing in Paragraph 4, or elsewhere in this Separation Agreement, prevents or prohibits you from filing any claim that cannot be waived and/or relinquished pursuant to applicable laws, including but not limited to the right to file a charge or participate in any investigation with the Equal Employment Opportunity Commission or any other governmental or administrative agency that is responsible for enforcing a law on behalf of the government. However, you also acknowledge and understand that because you are waiving and releasing all claims for monetary damages and any other form of personal relief per Paragraph 4(a), you may only seek and receive non-personal forms of relief through any such claim.
6. Protection of Confidential Information. You agree that any trade secret, proprietary or confidential information of KIWA, acquired by you during your employment with KIWA shall not at any future time be disclosed to any other person or used in a manner detrimental to the interests of KIWA. In that regard and notwithstanding your separation from KIWA, you agree that this Separation Agreement, whether or not signed by you, is not intended and shall not be construed to supersede or modify any continuing obligations that you may owe to KIWA (e.g., prohibiting the use of any trade secret, proprietary or confidential information of KIWA) all of which obligations shall continue in full force and effect. (“The Confidentiality Provision”).
7. Agreement Freely Signed. You acknowledge that you sign this Separation Agreement knowingly and voluntarily and without fraud or misrepresentation. You have the right to consult an attorney about this Separation Agreement, and you have the right to wait five business days before signing this Separation Agreement if you wish.
8. Governing Law. This Separation Agreement and all matters and issues collateral thereto shall be governed by the laws of the State of California applicable to contracts performed entirely therein, and subject to enforcement and interpretation solely in the appropriate courts of the State of California.
9. Severability. This Separation Agreement has several distinct provisions. The parties have attempted to create an agreement that is lawful and enforceable in all respects. Should any part, term, or provision of this Separation Agreement be declared or determined by any Court or other tribunal of appropriate jurisdiction to be invalid or unenforceable, any such invalid

or unenforceable part, term, or provision shall be automatically deemed amended to give the fullest effect possible to the original intent of the affected provision (and if not capable of being so amended, only the provision so affected shall be deemed stricken or severed) and any and all of the other terms of the Separation Agreement, as so amended, or in the absence of the affected provision, shall remain in full force and effect to the fullest extent permitted by law.

- 10. Entire Agreement. This Separation Agreement contains the entire understanding between you and KIWA with respect to the subject matter thereof, supersedes any prior agreements between you and KIWA with respect to the subject matter thereof, and cannot be changed except by a writing signed by you and KIWA. Either party's failure to insist upon strict adherence to any term of this Separation Agreement shall not be considered a waiver, or deprive either party of the right thereafter to insist on strict adherence to that or any other term of this Separation Agreement.
- 11. Paragraph Captions. All paragraph captions in this Separation Agreement are inserted for convenience of reference only and shall not be considered in construing this Separation Agreement.
- 12. Counterparts. This Separation Agreement may be executed in counterpart originals, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

Please indicate your understanding and acceptance of the foregoing by signing in the space provided below and returning this Separation Agreement signed by you to the undersigned.

KIWA                      Date: 2/25/2025

PNWSU                      Date: 1/31/2025

DocuSigned by:  
*Alexandra Suh*  
66972101E7C74FF...

Signed by:  
*Hannah Cornfield*  
7C7B3E808F1C482...

Alexandra C. Suh, Executive Director

Hannah Cornfield, Bargaining Team