

MEMORANDUM OF UNDERSTANDING

Between

**Admin/Program Specialist II
Admin/Program Specialist I**

**Admin/Program Technician III
Admin/Program Technician II
Admin/Program Technician I**

**Represented By
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), Local 1021,
CTW, CLC**

AND

WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

**For the period
October 1, 2018
Through
September 30, 2021**

Table of Contents

SECTION 1. RECOGNITION	1
SECTION 2. MANAGEMENT RIGHTS.....	1
SECTION 3. UNION SECURITY	2
A. In-Person On-Boarding Meetings	2
B. Employee Information	2
C. Union-Related Deductions	3
D. Protection of Unit Members From Third Parties	3
E. Subject to All Relevant Sections.....	4
SECTION 4. AUTHORIZED AGENTS.....	4
A. Employer's Principal Authorized Agent.....	4
B. Union's Principal Authorized Agent.....	4
C. Notification of Changes in Person or Address	4
SECTION 5. EMPLOYEE CLASSIFICATIONS COVERED BY THIS AGREEMENT	4
A. Regular Employees	4
B. Limited-Term Employees	5
C. Full-Time Regular Employees	5
D. Part-time Regular Employees	5
E. Regular Probationary Employees.....	5
SECTION 6. UNION ACCESS	6
SECTION 7. BULLETIN BOARDS	6
SECTION 8. JOINT LABOR/MANAGEMENT COMMITTEE.....	6
SECTION 9. RELEASE TIME	7
SECTION 10. DISTRIBUTION OF UNION LITERATURE	7
SECTION 11. HOURS OF WORK	8
A. Work Week	8
B. Work Schedule.....	8
C. Recording Work Hours	8
D. Voluntary Work Schedule Reduction	8
E. Flexible Work Schedule.....	9
F. Attendance	10
G. Overtime.....	11
SECTION 12. REST AND MEAL PERIODS	11
A. Rest Breaks	11
B. Off-Duty Meal or Lunch Periods	12
C. Recording Off-Duty Meal or Lunch Periods	12
SECTION 13. EVALUATIONS	12
A. Probationary Employees	12
B. Regular Employees	13
C. Step Increases.....	13
D. Special Evaluations	14

E.	Completion Timelines for Evaluations and Salary Adjustments	14
F.	Evaluation Appeals	14
SECTION 14. LAYOFFS		15
A.	Staff Reduction or Layoff	15
B.	Procedures	15
C.	Consultation	16
D.	Bumping	16
E.	Re-Employment	16
F.	Voluntary Quits	17
SECTION 15. PERSONNEL FILE		17
A.	Employee Personnel File	17
B.	Status Change Notification	17
C.	Performance Material	17
D.	Disagreement Statements	17
E.	Future Material Placed in the EPF	18
F.	Confidentiality of Employee Health, Medical and/or Performance Evaluation Information	18
SECTION 16. DISCIPLINARY ACTION		18
A.	Disciplinary Procedures	18
B.	Reasons for Disciplinary Action	19
C.	Appeal Process	21
D.	Union Representation	21
SECTION 17. GRIEVANCE PROCEDURE		21
A.	Purpose	21
B.	Definition	21
C.	Eligibility	21
D.	Procedures	21
E.	Time Limits	23
SECTION 18. NO DISCRIMINATION		24
SECTION 19. SALARY COMPENSATION		24
A.	Appointment Step for New Employees	24
B.	Salary Ranges	24
C.	Method for Conducting Future Salary Surveys	24
D.	Specific Project Salary Adjustments (for Interim Project Lead Assignments)	25
SECTION 20. EMPLOYMENT STATUS CHANGES		25
A.	Promotion	25
B.	Demotion	26
C.	Transfer	26
D.	Lateral	26
E.	Posting of Open Functional Assignments	26
SECTION 21. HOLIDAYS AND OTHER LEAVES		27
A.	Paid Leaves	27
B.	Unpaid Leave	31
SECTION 22. FRINGE BENEFITS		35

A.	Medical Benefits	35
B.	Dental Benefits.....	35
C.	Vision Benefits.....	35
D.	Life Insurance	36
E.	Retirement.....	36
F.	IRS approved Flexible Health Insurance and Dependent Care Plans	36
G.	Miscellaneous Benefits	36
H.	Staff Training and Tuition Reimbursement	36
SECTION 23. MISCELLANEOUS		38
A.	Dress Code	38
B.	No Strike/No Lockout.....	38
C.	Severability	38
D.	Workplace Safety	38
E.	Communication.....	38
F.	Policy Changes.....	38
G.	Compliance Resolution	39
SECTION 24. TERM OF AGREEMENT.....		39
SECTION 25. COMPLETE AGREEMENT		39
SECTION 26. SIGNATURES		40

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into by and between the Private Industry Council of Solano County, Inc, doing business as the Workforce Development Board (WDB) of Solano County, Inc., hereinafter referred to as the Employer and Service Employees International Union (SEIU), Local 1021, CTW, CLC hereinafter referred to as the Union. The Agreement has as its purpose the promotion of harmonious labor relations between Employer and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

SECTION 1. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees, in accordance with Section 3500 et seq., of the California Government Code for the classifications of Administrative/Program Specialists I, and II, and Administrative/Program Technicians I, II and III, excluding supervisory, confidential, and temporary employees. All represented employees, whether full-time or part-time employees, are defined as "non-exempt" by IRS status.

SECTION 2. MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary management functions, including all statutory and inherent managerial rights, prerogatives, and functions, which are retained and vested exclusively in the Employer. These include, but are not limited to, the rights in accordance with the Employer's reasonable and exclusive judgment and discretion: to evaluate the performance of employees, reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, including temporary and limited term employees; determination of employee qualifications and assignment and direction of their work; to promote, demote, transfer, layoff, recall to work and retire employees; to set the standards of productivity, and the services to be rendered; to determine the amount and forms of compensation for employees with the understanding that this Agreement sets the minimum compensation for covered employees; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; the design and implementation of safety programs and plans for increased efficiency; to set the starting and quitting time and the number of hours and shifts to be worked; to use temporary or limited term employees to perform work or services; to relocate the Employer's operations to any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; to control and regulate the use of facilities, equipment and other property of the Employer; to introduce new or improved methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Employer; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action, which it considers necessary to determine,

manage, and fulfill the mission of the Employer and to direct the Employer's employees. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, except in instances of a clearly established past-practice regarding wages, hours and working conditions shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or functions or preclude it from exercising the same in another way not to conflict with the express provisions of this Agreement.

SECTION 3. UNION SECURITY

A. In-Person On-Boarding Meetings

The Employer agrees that each newly hired employee will be provided the opportunity to participate in an in-person on-boarding/new hire orientation meeting conducted by the Union, as small as one individual. The orientation will be held on the first day of employment at the employer's location. The Union will be allowed to conduct a session up to thirty (30) minutes at the end of any on-boarding/new hire orientation meeting without loss in compensation.

The HR Specialist, and/or designee, shall provide the Field Representative no less than ten (10) calendar days' notice of any on-boarding/new hire orientation meeting in addition to an electronic list of expected participant(s). A shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

Union designee(s), including the principal authorized agent and/or stewards, shall conduct the union's onboarding sessions covered under this agreement.

The Union shall have the right to access and use the Employer's facilities and audio-visual equipment to conduct onboarding sessions with newly hired employees. Union designees will be responsible for reserving facilities and equipment.

Neutrality – The Employer representatives shall be absent from the room during the on-boarding/new hire orientation sessions conducted by the Union. The Employer will neither encourage nor discourage newly hired employee attendance at the union onboarding session. Both the Union and Employer agree to not make disparaging remarks regarding each other during orientation sessions.

B. Employee Information

The HR Specialist, and/or designee, shall provide the Local's membership department and Field Representative with an Excel spreadsheet sent via email of all represented employee information. The spreadsheet will include the name, date of hire, appointment type (full-time, part-time, etc.), job title/classification, unit, hourly rate of pay, pay step, physical work location, work phone number, personal address, personal home and cellular telephone number, work email, and personal email address of each employee that the HR Specialist has on file that is hired in any of the classifications covered by this Collective Bargaining Agreement, in writing within five (5) working days of initial employment, in addition to continuous quarterly updates of said employee information as required by AB 119.

C. Union-Related Deductions

The Employer shall deduct Union dues, initiation fees, voluntary COPE deduction, or charitable contributions and premiums for approved insurance programs from an employee's pay. The Union shall collect an employee's signed check-off authorization form from the employee. The Union will notify the Employer in writing of the employee's authorization for Union-related deductions, stating the deduction amounts and separating dues from voluntary contributions.

Deduction for dues, COPE, or other Union-sponsored programs shall start the pay period after the Employer receives notification of the authorization. The Employer shall remit such payments to the Union no later than thirty (30) days after the deduction from the employee's earnings occur. Requests to authorize dues/other deduction(s), or request to change status regarding such deductions, shall be directed to the Union rather than the Employer.

The Union shall not provide the Employer a copy of the employee's check-off authorization, unless a dispute arises about the existence or terms of the authorization. The Employer shall rely on the Union's explanations in a certified list, which will be submitted by a representative of the Union who has the authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

The Union will hold the Employer harmless for any and all claims made against it by any current or former employees related to the Employer's compliance with this Union Security provision, and any and all expenses incurred in its defense against any such claim, including reasonable costs and attorney fees. In no event shall the Employer be required to pay from its own funds Union dues or charitable contributions which the employee may be obliged to pay but failed to pay regardless of the reason.

D. Protection of Unit Members From Third Parties

In order to protect bargaining unit employees from harassment or invasion of privacy, the Employer shall immediately notify the Union of any third party requests received by the Employer for contact, biographical and/or demographic information about the bargaining unit employees. The Employer shall promptly provide the Union a copy of the request and any materials submitted with the request.

The Employer shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the Employer responding to the request. The Employer agrees to consider the Union's response prior to disclosing to a third party any contact, biographical, and/or demographic information about the bargaining unit employees.

If the Employer is required by law to furnish a non-exclusive representative requestor with a report, it agrees to provide it in a format that cannot be manipulated.

The employer shall not permit a non-exclusive representative to access bargaining unit members during working hours or in working areas. The employer agrees that non-

exclusive representatives are prohibited from soliciting bargaining unit members on the employer' property.

E. Subject to All Relevant Sections

The Employer and Union agree that this agreement shall be subject to all relevant sections of the Contract/MOU, including, but not limited to, the grievance procedure.

SECTION 4. AUTHORIZED AGENTS

In their capacity as the Authorized Agents for the Employer and the Union, all communications both verbally and in writing must be sent to the two named individuals below. However, if during the effective dates of this Agreement the Authorized Agents for either party are changed those amendments must be submitted in writing and within five (5) working days of the Agent's name change.

A. Employer's Principal Authorized Agent

Ms. Heather Henry, Executive Director
Workforce Development Board (WDB) of Solano County, Inc.
320 Campus Lane
Fairfield, CA 94534-1400
Phone Number 707-863-3501
FAX Number 707-864-3386
Email Address hhenry@solanowdb.org

B. Union's Principal Authorized Agent

Field Representative
Service Employee's International Union
(SEIU), Local 1021 CTW, CLC
2300 Boynton Avenue, Ste. 200
Fairfield, CA 94533
Phone Number 707-422-9464
FAX Number 707-422-5107
Email Address monique.wild@seiu1021.org

The Union will continue to inform Management of any changes in Field Representatives. Any mention of principal authorized agent in the MOU refers to the current SEIU, Local 1021 field representative.

C. Notification of Changes in Person or Address

Each party shall immediately notify the other of a change in the person or address of its principal authorized agent.

SECTION 5. EMPLOYEE CLASSIFICATIONS COVERED BY THIS AGREEMENT

A. Regular Employees

A regular employee is a full or part-time employee appointed to a position which has been

authorized by the Employer and covered by this Agreement.

B. Limited-Term Employees

A limited-term employee is either a full or part-time employee hired for a specific program, limited-term of employment or purpose whose position is at the time of engagement to be a finite duration and to be eliminated when such programs or need terminates and such services are no longer required. Limited-term employees are non-benefited except for benefits required under local, State or Federal law. The Employer will provide written notification to the Union identifying the name of the limited-term employee, the start and expected end date of the assignment, the department/division they are assigned to, and their hourly rate of pay. The Employer retains sole discretion to end the assignment early upon program needs.

1. Limited-Term Employed for More Than One (1) Year

An employee initially hired on a limited term basis in a classification covered by this Agreement, and has worked for one (1) day more than twelve (12) consecutive months shall, as of that date be covered by all provisions of this Agreement.

C. Full-Time Regular Employees

A full-time regular employee is one that is neither a temporary or limited term employee who works at least forty (40) hours per week on a regularly scheduled basis.

D. Part-time Regular Employees

A part-time regular employee is neither a temporary nor limited term employee who works less than forty (40) hours per week on a regularly scheduled basis.

E. Regular Probationary Employees

Probationary employees are employees who are full or part-time regular employees during their first six (6) consecutive or aggregate months of employment in that position, unless the probationary period has been extended for an additional three (3) months.

1. Probationary Period

The first six (6) months of employment for a newly hired and newly promoted employee shall be a probationary period. The probationary period may be extended for an additional three (3) months. A newly hired employee may be terminated at any time during his/her probationary period without a right to appeal, except for alleged discrimination. Such termination during the probationary period shall not be subject to the grievance procedure.

2. Rejection During A Promotional Probationary Period

An employee terminated during his or her probationary period in a promotional classification, covered by this Agreement, and who has passed an initial probationary period with the Employer shall have the right to return to a position in the classification and functional assignment he/she was in prior to his or her

promotion if a vacancy exists in that functional assignment.

SECTION 6. UNION ACCESS

It is agreed by both parties that for the purpose of carrying out and enforcing the terms of this Agreement, the authorized representative of the Union upon notification to the Employer shall have the right of visiting and entering the establishment of the Employer during regular business hours.

The HR Specialist shall be given prior notification in writing of the date and time of the visit. Access shall not be unreasonably denied. This privilege shall be exercised reasonably and shall not disrupt the work of employees, provided that the designated Union representative may confer with any employee and his or her supervisor or other Employer representative in connection with a complaint or problem concerning the employee during working hours. If the meeting is expected to last in excess of fifteen (15) minutes, the steward will notify the employee's supervisor. Failure to notify that the meeting shall exceed fifteen (15) minutes shall result in termination of the meeting at fifteen (15) minutes without recourse to the grievance procedure hereunder.

The Employer will recognize four (4) duly elected shop stewards. The Union Field Representative will provide the HR Specialist a roster of shop stewards (considered the Union designees) every January, or in the event the roster changes throughout the year. If during the term of this Agreement the Employer opens an additional office, the Employer may recognize one (1) duly appointed shop steward for that office.

The Field Representative and the four Union designees shall have the right to access employees during work and non-work hours for the purpose of communicating Union matters, including but not limited to, grievances, complaints, disciplinary actions; and distributing materials, literature, and information. All time spent during work hours communicating Union matters will be counted towards release time hours.

SECTION 7. BULLETIN BOARDS

The Employer shall make space available to the Union on a bulletin board in each work location. Such postings will be the responsibility of the Union Steward(s) or Field Representative. The Employer will have no responsibility for policing such material. All materials posted on union bulletin boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Union. Prior to posting, any material posted shall be plainly and legibly initialed by the Authorized Representatives, stewards or officer of the Union. The Union agrees to provide a copy of all literature posted on the bulletin boards to the HR Specialist.

SECTION 8. JOINT LABOR/MANAGEMENT COMMITTEE

A Joint Labor/Management Committee (JLMC) consisting of four (4) members selected by the Union and four (4) members selected by the Employer (one of whom is the Executive Director), shall meet every other month or by mutual agreement. Each Committee meeting will be held for up

to two (2) hours, and may be extended by mutual agreement between the Union and Employer. The Committee will meet to discuss topics that are not in the MOU and are intended to improve working conditions. Topics may include, but are not limited to:

1. Improving communications between labor and management;
2. Provide workers and Employer with opportunities to study, explore, and develop new and innovative joint approaches to achieving organizational effectiveness;
3. Assisting workers and Employer in solving problems of mutual concern; and
4. Bringing to the Employers attention any concerns regarding workload equity.

The JLMC will not discuss individual disciplinary actions, individual grievances, or individual performance issues. Both parties will provide the other with proposed agenda items at least five (5) working days prior to the scheduled meeting. If no agreement is reached, both parties may utilize other administrative processes. The JLMC meeting process does not prohibit the Union or the Employer from utilizing other administrative procedures to resolve issues.

SECTION 9. RELEASE TIME

An employee has a lawful right to have a shop steward present in an interview that may reasonably lead to discipline, or a grievance meeting, or such circumstances whenever the Employer requests a shop steward be present. Each shop steward shall be granted a maximum of twenty-five (25) paid hours per calendar year to represent employees on matters within the scope of representation as defined in the Meyers Milias Brown Act. The Employer will make his/her representatives available to conduct said business at reasonable times so as to avoid loss of productivity of the steward and the affected employee. The steward shall not otherwise conduct Union business during working time.

The supervisor of the employee requesting assistance, the supervisor of the shop steward representing said employee, and the HR Specialist shall receive notification in writing from the Union (Field Representative or Union designee) prior to the time the requested time off is to be taken.

At the Union's option and upon appropriate notice, a maximum of four (4) of the twenty-five (25) paid release hours per calendar year may be used for Shop Steward training. The Union must provide the Employer's HR Specialist with a minimum of three (3) working days advanced notice before the requested training is scheduled to take place.

SECTION 10. DISTRIBUTION OF UNION LITERATURE

The Union may distribute literature (specific to Union business) to employees through the Employer's internal mail or email system, as long as this does not disrupt the conduct of the

Employer's business. The Union also agrees to provide a copy of all distributed literature to the HR Specialist, including emails using WDB email system.

SECTION 11. HOURS OF WORK

A. Work Week

The work week is seven (7) consecutive calendar days, beginning on Sunday at 12:00 a.m., and ending on Saturday at 11:59 p.m.

B. Work Schedule

The basic work hours and work week are eight (8) hours per day and forty (40) hours within a work week, Monday through Friday, or possibly to include a Saturday but not to exceed a five (5) day work week, 8:00 a.m. to 5:00 p.m. The Employer shall have sole discretion as to whether or not to permit an employee to work a flexible work schedule. Flexible work schedules must be between 7:30 a.m. and 9:30 p.m.

C. Recording Work Hours

To ensure that accurate time keeping records are obtained for all employees, employees must record all time worked on the Employer's official time keeping record system sent to payroll at the end of each pay period. Hours actually worked includes time work began and ended for each day, off-duty meal breaks as established in this Agreement, and of the accrued leave time taken. This will ensure that each employee is paid in a timely manner and that all employees receive required off-duty meal breaks.

D. Voluntary Work Schedule Reduction

Both the Union and the Employer agree that an individual employee covered by this Agreement may request a Voluntary Work Schedule Reduction at times of potential layoff or due to extenuating personal circumstances. The Employer shall have sole discretion as to whether or not to permit an employee to work a reduced work schedule. In order for an employee to be eligible to participate in this Voluntary Work Schedule Reduction program, they must pass their initial six (6) month probationary period and serve as a full time regular employee for an additional six (6) consecutive months.

The Voluntary Work Schedule Reduction will be limited to a work week reduction of five percent (5%) or ten percent (10%) from the standard two week, 80 hour pay period. The Voluntary Work Schedule Reduction will also be designed for a specific duration of no less than four (4) full pay periods and no more than thirteen (13) full pay periods. Once approved, the Voluntary Work Schedule Reduction will begin the first Monday of the new pay-period. Should the employee wish to discontinue their voluntary Work Schedule Reduction at any time prior to the approved scheduled end date, they must notify the HR Specialist in writing. The HR Specialist or his/her designee will have one (1) full pay-period to process the necessary paperwork discontinuing the employee's Work Schedule Reduction.

During this Voluntary Work Schedule Reduction period, employees will continue to accumulate both vacation and sick leave accruals at their current per-pay period rates. The Annual Floating Holiday leave will also remain as through the employee continues as a full-time employee. In addition, all employee medical, dental, vision and life insurance benefits will remain in full effect.

1. Process for Requesting a Voluntary Work Schedule Reduction

- a. If the employee is interested in a Voluntary Work Schedule Reduction, he/she must submit a written request to their immediate supervisor expressing their interest in reducing their work schedule and the reduced schedule they would like to have, as well as the duration.
- b. The supervisor will be responsible for recommending approval/denial of the request and forwarding it to the Division Manager and HR Specialist within three (3) working days. A brief explanation of why the supervisor denies a request is also necessary.
- c. The Division Manager will be responsible for recommending approval/denial of the employee's request to the Executive Director within three (3) working days from receipt of the request of the supervisor. A brief explanation of why the Division Manager denies a request is also necessary.
- d. The Executive Director will have the sole discretion of approving or disapproving the Voluntary Work Schedule Reduction request. The Executive Director will notify the Division Manager and HR Specialist of his/her decision to approve/deny the request within three (3) working days.

The HR Specialist or designee will be responsible for providing the employee with a copy of the approved/denied request and placing the original in the employee's official personnel file. A Notice of Personal Action form will be completed and routed to all appropriate staff.

E. Flexible Work Schedule

The Employer shall have sole discretion as to whether or not to permit an employee to work a flexible work schedule. Flexible work schedules must be between 7:30 a.m. and 9:30 p.m. The following process only applies for ongoing flexible work schedule requests.

1. Process for Requesting a Flexible Work Schedule

- a. If an employee is interested in working a flexible work schedule, he/she must submit a written request to their immediate supervisor expressing their interest in flexing their work schedule, and the eight (8) hour schedule they would like to have.
- b. The supervisor will be responsible for recommending approval/denial of the request and forwarding it to the Division Manager within three (3) working days.

A brief explanation of why the supervisor denies a request is also necessary.

- c. The Division Manager will have the sole discretion of approving or disapproving the flexible work schedule request if adjusted hours are within the 8:00 a.m. and 5:00 p.m. timeframe. The Division Manager will notify the supervisor and the HR Specialist of his/her decision to approve or deny the request within three (3) working days of receipt from the supervisor.
- d. If the flexible work schedule request includes hours outside of the 8:00 a.m. and 5:00 p.m. timeframe, the Division Manager will be responsible for recommending approval or denial of the employee's request to the Executive Director within three (3) working days of receipt of the request from the supervisor. A brief explanation of why the Division Manager denies a request is also necessary.
- e. The Executive Director will have the sole discretion of approving or disapproving the flexible work schedule request outside of the hours of 8:00 a.m. and 5:00 p.m. The Executive Director will notify the Division Manager and HR Specialist of his/her decision to approve/deny the request within three (3) working days of receipt from the Division Manager.

The HR Specialist or designee will be responsible for providing the employee with a copy of the approved/denied request and placing the original in the employee's official personnel file. Flexible work schedules will be reviewed annually.

F. Attendance

Regular attendance and punctuality are part of all employees' job responsibilities. It is the Employer's expectation that all employees are present and on time every day.

Employees are to contact their immediate supervisor no later than the first hour of their scheduled workday informing him/her that they are unable to report to work. If the employee knows that the immediate supervisor is scheduled off that day, the employee is responsible for contacting the Division Manager and/or HR Specialist.

1. Absence

An absence is any time lost from work regardless of reason, including sickness and tardiness. An absence excludes time off scheduled in advance that has been pre-approved as an allowable leave.

Excessive absenteeism will be considered to be when an employee has exhausted the three (3) day mandatory leave requirement covered by the Healthy Workplace, Healthy Families Act of 2015 and has been absent an additional ten (10) days. Excessive absenteeism may be addressed through disciplinary action and will be addressed in the employee's next evaluation, appearing as a focus area for immediate

and continued improvement.

No call is when an employee fails to report to work and fails to speak directly to his/her supervisor within the first hour of the first scheduled work day of such absence. No call may result in disciplinary action up to and including termination.

No show is when an employee fails to report to work and fails to notify his/her supervisor for three (3) consecutive scheduled work days, (i.e., three (3) consecutive no call days). No show employees will be considered to have voluntarily resigned from WDB employment.

2. Tardiness

Tardiness is when an employee arrives at his/her work station ready to work at a time later than the scheduled commencement work time (including return from breaks and/or meal periods).

Excessive tardiness is when an employee is late more than three (3) times within a pay period. Excessive tardiness is also defined as reporting 10 minutes late for either the commencement of work and/or returning from breaks or meal periods. This standard of excessive tardiness will be applied uniformly. Excessive tardiness may result in disciplinary action, up to and including, termination.

G. Overtime

Overtime for non-exempt employees shall be avoided whenever possible, but may occasionally be required in the interest of programmatic events. Overtime must be determined in advanced and pre-approved by the Executive Director. The direct supervisor or Division Manager will attempt to provide employees with reasonable notice when the need for overtime arises.

Employees who are caused to work more than eight (8) hours in a day or forty(40) hours in a work week, or in excess of the number of hours in a scheduled workday under a flexible work schedule plan, shall receive time and one-half of their regular hourly rate of pay for each overtime hour or portion thereof worked. Double time shall be paid for work in excess of twelve (12) hours in a day or past eight (8) hours on the seventh day of a work week. An employee may elect to take overtime earned under this provision as compensatory time off in lieu of payment at the same overtime rates, either time and one half or double time, as is appropriate.

SECTION 12. REST AND MEAL PERIODS

A. Rest Breaks

Each employee shall be permitted two (2) fifteen minute rest breaks, one in the morning between 10:00 a.m. and 11:00 a.m. and one in the afternoon between 2:30 p.m. and 3:30

p.m. These morning and afternoon breaks will be amended by the bargaining unit member's supervisor if a flexible work schedule has been approved. These breaks may not be combined or added to an employee's lunch period.

B. Off-Duty Meal or Lunch Periods

All bargaining unit members must take a daily scheduled sixty (60) minute off-duty meal or lunch period, unless the employee is on an approved flexible work schedule. Employees on an approved flexible work schedule may take a shorter off-duty meal or lunch period, but no employee can take a scheduled off-duty meal or lunch period of less than thirty (30) minutes. Scheduled off-duty meal or lunch periods will be observed during the hours 11:30 and 2:30 each working day unless the employee is on an approved flexible work schedule in which his/her work day begins before or after 8:00 a.m. or ends before or after 5:00pm. In those cases an amended off-duty meal period will be scheduled by the employee's supervisor to occur before 11:30 a.m. or extend beyond the 2:30 p.m. standard timeframes.

C. Recording Off-Duty Meal or Lunch Periods

Each employee shall log meal time hours at the end of each pay period.

SECTION 13. EVALUATIONS

General Principles

Evaluations of an employee's job performance is ongoing, and feedback shall occur on a regular basis. An employee's direct supervisor and/or Division Manager is responsible for evaluating employee's work and monitoring employee's performance on an informal minimum quarterly basis.

The Employer and the Union shall conduct a joint review of the performance evaluation process and make recommendations to the Executive Director. The Executive Director will make the final determination on the evaluation process. The initial review will occur in 2019 and on an as needed basis thereafter.

Evaluations must have clear set of guidelines for the supervisor or Division Manager, to follow to that all employees receive consistency. Evaluations shall reflect work actually performed, taking into account the working conditions throughout the year. Examples of working conditions include, but are not limited to inability to access needed workplace tools and adequate workspace. Evaluations will have clear and attainable performance goals.

A supervisor's formal evaluation of an employee should be as objective as possible and shall be distinguished from disciplinary action. Individual ratings on an evaluation should be supported by written comments. All written comments should be specific and include examples that occurred within the period covered by the evaluation. This should be done for both positive and negative ratings and comments.

A. Probationary Employees

A probationary employee shall receive an evaluation prior to the completion of three (3) months and six (6) months employment as either a new, transferred, demoted or promotional employee. An employee who has had his/her probationary period extended shall receive an evaluation prior to completing the first forty-five (45) days of the extension and by the end of the three (3) months extension. If the Employer fails to give a probationary employee his/her evaluation by the completion of the six (6) months probationary period or by the end of the nine (9) months extended probationary period, the employee shall be deemed to have completed probation and gained regular status.

The Employer reserves the right to terminate a probationary employee at any time during the six (6) months or extended nine (9) months probationary period. Such termination can be made without notice, without cause, and except for alleged discrimination, is not subject to the grievance procedures.

B. Regular Employees

Regular employees shall receive an evaluation annually, on the anniversary date of the completion of their probationary period, or adjusted review date, or as soon thereafter as practicable. An annual performance evaluation shall be conducted by the employee's immediate supervisor and reviewed by additional levels of supervision. Evaluations will be shared by supervisor or Division Manager with the employee prior to be submitted. This allows opportunity for the employee to give feedback on the evaluation. The Employer will take the feedback into consideration and may make changes or adjustments to the performance evaluation accordingly prior to be submitted.

Employees will be sufficiently notified of the upcoming annual review and will be provided an opportunity to prepare a brief "Recap of Accomplishments" report outlining their achievements during the review period. Employees are responsible for submitting this report to their supervisor with sufficient time for the supervisor to meet the deadline requirements of this section. The employee's brief "Recap of Accomplishments" will be considered in the supervisor's development of the employee's formal review.

C. Step Increases

1. Probationary Period

Performance evaluations will be used as the primary basis for determining if an employee is eligible to receive a salary increase at the successful completion of six (6) months or if the probationary period is extended nine (9) months of employment.

2. Annual Anniversary Date

Performance evaluations will be used as the primary basis for determining if an employee is eligible to receive a salary increase at the successful completion of their annual review date within a specific functional assignment.

If either a probationary or annual evaluation results in a wage increase, it will be retro-active to the employee's anniversary date. Based on the salary step(s) on Attachment A, employees

will receive at least one salary step for an evaluation, with the exception of an evaluation that reflects less than an overall rating of standard, provided the funding stream supporting the salary can sustain the increase. The Executive Director will determine the level of salary steps to be increased. If an individual who received a standard or above evaluation and did not receive a step increase solely due to lack of funding and funding becomes available, the Executive Director will give those employees at least a one step increase and may increase multiple steps at the next evaluation.

D. Special Evaluations

The Executive Director, at any time, may place an employee on a special evaluation period. This special evaluation period can not be for less than 30 days nor be longer than 90 days. Employees that successfully complete a special evaluation period are not necessarily eligible to receive any type of salary adjustment.

E. Completion Timelines for Evaluations and Salary Adjustments

1. Prior to annual evaluations, the supervisor or Division Manager must have observed the employee's performance for at least three (3) months in that evaluation period. If extended leave or other circumstances prevents the supervisor from observing three (3) months of performance, the performance evaluation shall be conducted in coordination with additional levels of supervision that have observed the performance.
2. Completed evaluations, (signed by the Executive Director), must be issued to the employee within thirty (30) calendar days of his/her probationary completion date or anniversary date. If the employee indicates a desire to meet with the Executive Director or Division Manager and discuss his/her evaluation, this timeline may be extended up to an additional thirty (30) days. This procedure presumes that the employee will be available to participate in the evaluation process.
3. Any salary adjustment must be implemented within 2 pay periods from the date the Executive Director signed the employee evaluation.
4. Employees shall be given the opportunity to make signed written comments on, or attached to, the evaluation, which shall be made part of the employee's personnel file.

Failure to adhere to these guidelines will be subject to the grievance procedures.

F. Evaluation Appeals

1. Overall "Standard" Evaluation

An employee at his/her discretion may submit a written comment to an overall satisfactory evaluation. The Employer's response or non-response to the employee's comment on an overall satisfactory evaluation shall not be subject to the grievance procedure.

2. Overall "Unacceptable" or "Short of Standard" Evaluation

An employee may submit a written response and/or request to meet with the Executive Director or Division Manager regarding an overall unsatisfactory evaluation. The Executive Director's written decision on the evaluation is final and binding and is not itself subject to the grievance procedure, unless the evaluation results in a reduction in wages, demotion, or discipline.

3. Grievance Procedure Not Available for Evaluation Process

The evaluation process and the evaluation itself is not subject to the grievance procedure. Any reduction in wages, demotion, or discipline resulting from an evaluation is subject to the grievance procedure.

SECTION 14. LAYOFFS

A. Staff Reduction or Layoff

Staff reduction or layoff may be necessary based on the following circumstances:

1. Budgetary, funding, or programmatic problems which require the deletion of positions or programs, or the consolidation or reclassification of positions or a workforce reduction.
2. A WDB reorganization for purposes of economy, effectiveness, efficiency, or other reasons or purposes.
3. Seniority shall be defined as the total length of service with the Employer, excluding unpaid leaves of absence.

B. Procedures

If the Employer considers it necessary to reduce its workforce, it will determine the functional assignments within classifications and number of bargaining positions to be reduced. Such layoffs may be necessary based on budgetary, funding or program problems which require the deletion of program assignments or the consolidation or reclassification of assignments, or a workforce reduction. The Employer will layoff the least senior employee in the functional assignment subject to a work reduction and not on a classification wide basis; additional layoffs in the same functional assignment will occur in relative order of seniority. On that basis, employees who have previously performed satisfactorily or can otherwise demonstrate the knowledge, skills and abilities to perform in a position which will be retained, may "bump" back into that functional assignment. However, when the employee desiring to "bump" back has not served in the functional assignment to which he/she desires to be "bumped" back to, that employee shall serve on a probationary basis in that functional assignment. This probationary basis shall be distinguished from that accorded to newly hired employees and will not affect that employee's obligation to meet the requirements of the Union security provision hereof. The Employer's determination of that employee's skills and abilities and fitness for the desired assignment shall be final and binding and not subject to the grievance procedure.

Notwithstanding their qualifications, an employee currently under a plan of correction may be laid off prior to other employees in the same functional assignment and classification. Probationary employees in bargaining unit functional assignments within a classification shall be laid off before any regular bargaining unit employees. Regular employees scheduled for lay off shall be given written notice of such layoff at least fourteen (14) calendar days prior to the effective date of the layoff. Staff being laid off on an emergency basis shall be given at least seven (7) calendar days notice.

C. Consultation

Concurrent with sending notice to affected employee(s), if not sooner, the Employer shall notify the Union of impending layoffs. Such notice shall constitute an offer to consult with the Union to determine if any feasible alternatives to layoff exist. The Union may request, and the Employer shall grant consultation thereon, provided said request is made within seven (7) days of notification. Failure to make a timely request shall be deemed a waiver of the right to consult regarding the noticed layoff.

D. Bumping

In lieu of being laid off, an employee who is not on a plan of correction may:

1. Request to move to a vacant functional assignment in a classification with a lower pay rate if the employee has performed in the vacant functional assignment, or can otherwise demonstrate that he/she is qualified to perform the duties of that functional assignment; or
2. An employee not on a plan of correction may bump or displace another employee with less seniority in a same classification in which he/she has previously served a successful probationary period with the Employer, or can otherwise demonstrate that he/she is qualified to perform the duties of that functional assignment.

E. Re-Employment

If a vacancy occurs in a functional assignment in which there is a layoff, within eighteen (18) months of the layoff, the employer shall first resort to the re-employment list before filling said vacancy through recruitment. If a laid-off employee on the re-employment list has been previously qualified for a vacant functional assignment, that employee will be offered, in reverse order of layoff, an opportunity to fill that functional assignment before it is filled through recruitment other than from the re-employment list.

Laid off employees who have not previously been qualified for a vacant functional assignment, and who are not on a plan of correction, and who are on the re-employment list shall be notified and given an opportunity to apply for vacant positions on the same basis as recruited employees. Copies of said notification(s) shall be mailed by the Employer to the last known address of laid off employees on the re-employment list. The Employer shall have no other obligation to notifying such employees.

If an employee on the re-employment list does not respond within three (3) working days from receipt of the notice of vacancy, or if the notice is returned as undeliverable or if the employee declines the opportunity, his/her name shall remain on the re-employment list for eighteen (18) months from the date of his/her layoff. Only after the eighteen months have been exhausted, will the employee's name be removed from the re-employment list.

F. Voluntary Quits

Any employee who proposes to resign shall give two (2) weeks notice to the Employer.

SECTION 15. PERSONNEL FILE

A. Employee Personnel File

An Employee Personnel File ("EPF") containing all materials pertinent to the employment and performance of each employee, but not the Employer's internal communications with its counsel, shall be maintained by the Employer's HR Specialist. Non-confidential material contained in this file will consist of 1) items reviewed and/or issued to the employee; and 2) that are either signed by the employee or have a place for the employee to sign signifying that the material has been provided. Should an employee refuse to sign any document that is to be placed in this file, the supervisor and HR Specialist will make such a notation and date and initial the form. This EPF shall be available upon the employee's or the Union's request at reasonable times for inspection in the presence of the Employer's designated representative. Under this provision, each person inspecting the EPF shall sign a log which the Employer will maintain.

B. Status Change Notification

It is the employee's obligation to notify the Employer in writing of any change in the employee's name address, telephone number, tax status, marital status (for benefit and tax withholding purposes only), addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only), beneficiary designations for insurance, disability, and pension plans, person(s) to be notified in case of emergency, and any factors that affect the employee's ability to carry out his/her duties.

C. Performance Material

All material relating to an employee's performance shall be signed by the Employer's designated representative and a copy of such material shall be provided to the employee. The employee shall acknowledge receipt of a copy of such material by signing the copy to be filed in the EPF. The employee's signature thereon signifies that the employee has been provided the material and has read it.

D. Disagreement Statements

An employee may have placed in his/her EPF a written statement of disagreement to any material in the EPF and this statement shall be attached to the material in question. The employee, upon request, shall be given a copy of any material in the EPF.

E. Future Material Placed in the EPF

After the effective date of this Agreement, all future material placed in the EPF that the Employer and employee agree is incorrect, will be corrected or removed.

F. Confidentiality of Employee Health, Medical and/or Performance Evaluation Information

The Union and Employer agree that in the interest of protecting all employees' right to privacy, any information concerning an employee's health/medical situation, job performance and/or formal personnel evaluations, which the employee does not make public, will be maintained as private information, with exception of the employee's or Union's request as outlined in Section 17.A.

SECTION 16. DISCIPLINARY ACTION

Employees shall only be disciplined for just cause. Prior to the disciplinary action, the employer will conduct a fair and unbiased investigation. If the investigation requires the employee to be placed on administrative leave during the investigation, the administrative leave shall be paid leave.

The President/Executive Director, the Division Manager, and/or employee's immediate supervisor may discipline an employee covered by this Agreement provided that the Due Process and Skelly Rights are followed.

The disciplinary process is designed to provide a structured corrective action process. Progressive discipline is a disciplinary process where the penalties increase with repeat occurrences intended to correct the conduct rather than punish employees. The Employer will provide a verbal warning/counseling prior to beginning the progressive disciplinary process – the warning/counseling is not considered discipline. The Employer shall use progressive discipline as follows:

1. Letter of Reprimand
2. Reduction of One Salary Grade/Step
3. Unpaid Suspension
4. Termination

The President/Executive Director, the Division Manager, and/or the employee's immediate supervisor reserves the right to repeat disciplinary steps depending on the facts of each situation and the nature of the offense.

WDB may discipline any employee covered by this Agreement provided that Due Process and Skelly Rights are adhered to. This section is subject to the grievance procedure.

A. Disciplinary Procedures

1. Notice of Intent to Discipline

A notice of proposed disciplinary action shall be promptly served to the employee either in person or by certified mail, return receipt requested. The notice shall include the following information:

- a. Effective date of the disciplinary action;
- b. Statement of the nature of disciplinary action;
- c. Statement of the cause for disciplinary action;
- d. Statement that a copy of the materials upon which proposed disciplinary action is based is attached or available to the employee or by the employee representative;
- e. Statement advising the employee of the right to respond to the charges either verbally or in writing to the immediate supervisor or Division Manager proposing the action prior to its effective date, including the time within such response must be made (at least 10 calendar days from the date the notice is received). Failure of the employee to make a written or oral response will constitute waiver of the right to respond; and
- f. A Plan of Correction – if the Employer requires corrective action by the employee, the Employer will work collaboratively with the employee to develop a corrective action plan with mutually agreed upon steps to achieve the goal(s).

A copy of all proposed disciplinary action will be provided to SEIU Local 1021.

2. **Skelly Hearing**

Employees have the right to a Skelly hearing for each disciplinary action. If the employee elects to respond in person, a meeting shall be scheduled with the immediate supervisor and/or Division Manager and the HR Specialist, at which time the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by an SEIU Field Representative and/or one of the stewards at the Skelly meeting. The immediate supervisor and/or Division Manager may reduce or revoke any or all of the charges contained in the proposed disciplinary recommendation. After a brief consultation by the immediate supervisor and/or Division Manager and the HR Specialist, the employee will be provided notification of the disciplinary action, if any, that will be recommended to move for possible action by the President/ Executive Director.

3. A copy of the final signed disciplinary action will be given to the employee and placed in the employee's personnel file.

B. **Reasons for Disciplinary Action**

An employee may be disciplined for various reasons, including but not limited to the following:

1. Absence without proper authorization;
2. Excessive Tardiness;
3. Dishonesty;
4. Conviction of a crime of a serious nature: a crime of a serious nature means conviction of a felony or misdemeanor involving moral turpitude. A plea or verdict of guilty for a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section;
5. Inefficiency;
6. Insubordination;
7. Violation of any of the provisions of the WDB Personnel Policy or WDB authorized standard operating procedures;
8. Violation of the WDB computer network procedures;
9. Incompetence;
10. On-the-job, non-work related interference with other workers;
11. Fraud in securing employment;
12. Discourteous, offensive, or other inappropriate behavior during work hours toward fellow employees, supervisors, clients, students, or members of the public;
13. Use of sick leave in a manner not authorized by the Personnel rules;
14. Negligence or willful misconduct resulting in damage to WDB property or waste of supplies while on duty;
15. Neglect of duties, failure to perform duties; and
16. Failure to maintain the confidentiality of sensitive WDB information.

In situations of gross misconduct, the progressive disciplinary process may not apply and the employee may be subject to direct termination.

C. Appeal Process

Any employee may appeal any discipline by filing a Grievance in accordance with Section 19 of this Agreement. Grievances filed in accordance with Section 19 of this Memorandum of Understanding must be filed within ten (10) working days after receipt of written notification of disciplinary action.

D. Union Representation

An employee covered by this Agreement shall have the right to have a Union representative present at any meeting with supervisors or management representatives, which is investigatory and potentially disciplinary in nature in accordance with Section 3500 et seq., of the California Government Code. The Employer will advise the employee of such rights (i.e., whether the interview may result in discipline) before any such meeting. If the employee chooses not to have a Union representative present, the right to do so is deemed waived. If the Employer has notified the employee that the meeting will not result in discipline, there shall be no requirement of Union representation.

SECTION 17. GRIEVANCE PROCEDURE

A. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

B. Definition

A grievance is a claim or complaint over the interpretation, application, or compliance with established Personnel Rules and Policies that fall within the scope of representation according to the Meyers Miliias Brown Act, this MOU, or an allegation by an employee or a group of employees the WDB has taken disciplinary action without just cause or any action of the employer pertaining to wages, hours or working condition.

C. Eligibility

Any regular or probationary employee covered by this Agreement may use this procedure to the extent permitted by this Agreement. Newly hired probationary employees shall not have the right to use this grievance procedure regarding termination or other disciplinary action taken against them by the Employer, and a promoted probationary employee shall not have the right to use this procedure regarding his/her termination or demotion by the Employer, except when the action is alleged to have occurred as a result of discrimination as defined in the Agreement.

D. Procedures

Step 1 Informal Grievance to Supervisor
The parties consider it most desirable to settle grievances informally and promptly. Grievances (as defined in 17.B) may initially be taken up verbally

by the employee and the immediate supervisor in an attempt to settle the matter on an informal basis. The scheduling of the informal meeting shall occur within 5 working days of notification of the grievance. The meeting will be held at the earliest possible availability of both parties. If the informal process does not resolve the matter, the moving party may proceed to Step 2 as described herein.

Step 2

Written Grievance to Executive Director

If the grievance is not resolved through the informal process, it may be submitted in writing to the Executive Director/HR Specialist. The written grievance will be sent within ten (10) working days after the Informal Process is completed. The written grievance shall contain a statement of the grievance, the violation/s as defined in Sec. 17(B), and remedy however, the union shall have the opportunity to submit additional evidence or further arguments in support of the grievance at any stage in the grievance procedure. The Executive Director shall contact the Union to schedule a meeting to hear the grievance within the (10) working days after receiving the written grievance. The Employer will provide a written response within (10) working days after the Grievance Hearing. Either party may bring witnesses or relevant documents that may provide insight into the grievance or solution.

Step 3

Adjustment Board

If the grievance is not resolved at Step 2, the Union may submit a written notification to the Executive Director informing intent to move the Grievance to Step 3 within ten (10) working days after Step 2 is completed. The Adjustment Board shall consist of one (1) representative (not a WDB employee) selected by the Union, one (1) representative selected by Management, and a mediator from the State Mediation Conciliation Service (SMCS). The Union will notify SMCS. The Adjustment Board shall attempt to convene within twenty-five (25) working days of the timely request to the SMCS. The Adjustment Board shall conduct an informal hearing, including testimony of witness(es) and relevant document(s). A majority vote by the Adjustment Board shall result in a written advisory opinion, which shall include a brief rationale, and issued to the parties. The Union may appeal the grievance to Step 4 - Arbitration, by providing written notice to the other party within fifteen (15) working days from the date the Adjustment Board's written recommendation is received.

Step 4

Binding Arbitration

If the grievance is not resolved at Step 3, it may be submitted in writing for Arbitration to the Executive Director within fifteen (15) working days after Step 3 is completed. Failure to request Arbitration in a timely manner shall result in the grievance being considered dropped and the right to arbitrate

waived. Upon receipt of a written request for arbitration of a grievance under this procedure, the Employer and the Union shall attempt to select a mutually acceptable, impartial arbitrator.

In the event that the parties cannot agree on an impartial arbitrator within fifteen (15) days after receipt of the written request for arbitration, either party may request the State Mediation and Conciliation Service (SMCS) to submit a list of five (5) arbitrators. Within seven (7) calendar days after receipt of the list and notification to both parties, the parties shall meet to select the arbitrator. The parties shall alternately strike a name from the list until one arbitrator's name remains. The question of which party shall strike the first name shall be determined by a flip of a coin with the winner exercising the option of striking first or second.

Unless the time limits contained in this provision are extended by mutual agreement, the party who does not abide by the time limits shall be considered in default and the other party shall be permitted to unilaterally select the arbitrator.

Any fees or expenses of the arbitrator, including the cost of the original transcripts, if any, and any SMCS fees shall be shared equally by the parties involved. If the Employer makes the request for the list, the Employer must receive Union's share of the SMCS fee required to obtain a list of arbitrators prior to requesting a list of arbitrators. If the Union makes the request for the list, the Union shall receive the fee from the Employer. All other expenses and costs including, but not limited to, costs of representation, fees for witnesses, and similar costs incurred by the parties during such arbitration will be the responsibility of the party incurring the cost.

The decision of the arbitrator shall be final and binding upon the parties and shall be issued in writing within thirty (30) days of the Arbitration hearing. The arbitrator shall have no authority to alter, adjust or modify the terms of this Agreement.

E. Time Limits

1. Time limits at each step of the grievance process may be extended or waived by mutual written agreement of the parties involved.
2. Failure of the Employer to reply to a grievance within the specified time limits automatically grants the grievant the right to process the grievance to the next step.
3. If the grievant fails to refer the grievance from one step to the next step within the specified time limits, the grievance shall be considered settled on the basis of the last decision.

SECTION 18. NO DISCRIMINATION

- A. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, creed, or religion, national origin, gender, age, sexual preference, marital status, physical or mental handicap, HIV/Aids status, or political affiliation.
- B. The Employer agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. The Union agrees not to discriminate against any employee because of lack of Union membership or lack of activities on behalf of the Union.

SECTION 19. SALARY COMPENSATION

A. Appointment Step for New Employees

Normally new and/or promoted employees will be appointed to the initial step of the salary range in effect for the particular classification in which the appointment is made. When circumstances warrant, the Executive Director may authorize the filling of the position at a step which is higher than the initial recruiting step in the salary range.

B. Salary Ranges

1. The ten (10) step salary ranges for classifications represented by the Union are listed in Attachment A of this Agreement.
2. These salary ranges agreed to by the Union and the Employer will be in effect for the period October 1, 2018 through September 30, 2019 and will reflect an across the board three percent (3%) increase as shown on Attachment A.

Attachment A will be revised and replaced on October 1, 2019 to reflect an across the board three percent (3%) increase which will remain in effect through September 30, 2020.

Attachment A will be revised and replaced on October 1, 2020 to reflect an across the board three percent (3%) increase which will remain in effect through September 30, 2021.

C. Method for Conducting Future Salary Surveys

In order to ensure the WDB remains financially competitive in the competing and surrounding markets, the following process and classifications will be used to conduct a survey:

1. The Employer and the Union will meet and agree on the survey tool to be used for the Program Year 2012 Salary Survey. The survey for each program year will be

limited to the Admin/Program Specialist II classification and the Admin/Program Technician II classification. The Union and the Employer will meet at least 120 days prior to the end of this Agreement and determine the comparable agencies to be included in the Salary Survey. It is agreed that the comparable agencies used for this survey will be as follows:

The Employer and the Union will each select two Workforce Development Agencies to be included in the survey as well as the County of Solano.

2. The Employer's HR Specialist and/or designee will be responsible for conducting the survey among the agreed to comparable agencies.
3. The HR Specialist and/or designee will be responsible for analyzing the results of the surveys and preparing a comparison chart. The comparison chart, as well as the overall and individual survey results will be shared with the Union.

D. Specific Project Salary Adjustments (for Interim Project Lead Assignments)

1. At the sole discretion of the Executive Director, and based on the need of the agency, interim Project Lead Assignments may be created in the Admin/Program Specialist II classification. These assignments would provide the designated employee an opportunity to lead a specific project within the division or unit of the agency, and would also provide the employee with an opportunity to develop/enhance their coordination skills, and/or supervisory abilities.
2. Employees appointed to these interim assignments, will receive a 5% upward salary adjustment over their regular salary for the period they are performing the lead functions. Once the temporary assignment is completed, they will return to their regular salary.
3. Employees designated to a interim project lead assignment must receive prior written notification from the Executive Director, via the HR Specialist. This official notification will confirm the employee's appointment to the project, the start and end date of the project as well as the employee's interim salary adjustment. A copy of this notification will also be placed in the employee's Personnel file. Under no circumstances can anyone other than Executive Director (i.e., employee Supervisor or Division Manager) assign an individual to an interim project lead assignment. The appointment or non-appointment to an interim lead assignment is at the sole discretion of the Executive Director and is not subject to the grievance procedure.

SECTION 20. EMPLOYMENT STATUS CHANGES

A. Promotion

Promotion from within is advancement from one classification covered by this Agreement to another classification covered by this Agreement with a higher salary range. An employee

who is promoted shall be placed on the wage schedule applicable to the new position, but in no event shall he/she receive an increase of less than five percent (5%) in compensation.

Incumbent employees promoted to new classifications covered by this Agreement will be required to serve a new six (6) month probationary period. Promotion to positions not covered by this Agreement are not subject to this Agreement, including the grievance procedure.

B. Demotion

Demotion is movement from one job classification covered by this Agreement to another classification covered by this Agreement with a lower salary range. A demotion may occur as a voluntary request by the employee to move to a vacant functional assignment with the approval of the Executive Director, as well as based on the result of disciplinary action or as a result of bumping due to layoff. Demotion from a functional assignment not covered by this Agreement is not subject to this Agreement including the grievance procedure. Incumbent employees who are demoted to a lower classification in which they have not demonstrated their ability to adequately perform the essential functions of the functional assignment, must serve a six (6) month probationary period in the new functional assignment.

C. Transfer

Transfer is movement of an employee from one functional assignment in a classification covered by this Agreement to a different functional assignment within the same classification. Incumbent employees who transfer to a new functional position in which they have not previously demonstrated their ability to adequately perform the essential functions of the functional assignment must serve a six (6) month probationary period in the new functional assignment. Employees who transfer prior to completing an initial six (6) month probationary period with the Employer will begin a new six (6) month probationary period at the time of the transfer. Should there be a budgeted vacancy, an employee who transfers to a new functional assignment and does not pass probation, for reasons other than gross misconduct or placed on a plan of correction, may return to their former functional assignment.

D. Lateral

A lateral is movement of an employee in the same functional assignment covered by this Agreement to a different program or project operated by the Employer. Since there is no significant difference between the functional assignments no additional probationary period is required at the time the lateral takes place.

E. Posting of Open Functional Assignments

The Employer has the right to choose which employee, if any, will be transferred, lateraled, or promoted into any vacant functional assignment. The Employer will post all positions internally for five (5) working days before posting positions externally, unless mutually agreed upon by the Employer and Union. An internal and/or external recruitment notice will

be posted for at least five (5) working days or longer at the Employers discretion, on official Employer designated bulletin boards of all functional assignments. The postings shall specify the classification, functional assignment, unit (if relevant), current work location of the vacancy, and time deadlines for candidates to submit a complete application package and cover letter to the HR Specialist expressing their interest in one or all of the posted vacancies. Employees who are on any kind of disciplinary status are not eligible for transfer or promotion into posted functional assignments.

1. Job Notices

The Employer seeks the most qualified candidate to fill job vacancies and encourages internal applicants to apply. The Employer will send the Union Field Representative and Union Executive Board a copy of all recruiting job notices. Employees are responsible for monitoring job vacancy notices and for filing an application with a copy of a current resume. Employees are not required to notify ~~their immediate supervisor when submitting an application for a posted position.~~ If employees are not invited for an interview, their immediate supervisor will not be notified by the HR Specialist and/or Division Manager of their application.

All employees meeting the minimum hiring specifications for the job (with or without a reasonable accommodation), who are not on a plan of correction, and have passed the probationary period of their current position will receive an invitation for an interview. If the employee receives an interview, the employee's immediate supervisor will be notified by the HR Specialist prior to the interview. Under no circumstances shall an employee be retaliated against for interviewing or accepting another position.

SECTION 21. HOLIDAYS AND OTHER LEAVES

A. Paid Leaves

1. Holidays

The following federal and agency authorized days shall be recognized as paid holidays:

New Year's Day	January 1 st
Martin Luther King, Jr's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Friday After Thanksgiving	Fourth Friday in November

Christmas Day	December 25 th
---------------	---------------------------

If a recognized holiday, (non-floating), falls on a Saturday, it will be observed on the preceding Friday. If such a holiday falls on a Sunday, it will be observed on the next Monday. Recognized holidays are not considered time worked in the computation of overtime. An employee whose regularly scheduled day off falls on a recognized holiday shall be credited with accrued holiday leave equivalent to the number of hours they would have been scheduled to work that day.

Floating Holidays – In addition to recognized holidays, regular full-time employees will receive four (4) Floating Holidays, which must be taken in the fiscal year or lost. Part-time employees receive prorated Floating Holidays. New hires will receive prorated Floating Holidays, based on their hire date. Under this Agreement, Floating Holidays cannot be carried over from year to year, nor are they cashed out at the time of termination. All Floating Holidays given January 1, 2019 will still expire on December 31, 2019. The new Floating Holiday policy will begin July 1, 2019 and expire annually on June 30th.

2. **Vacation**

Regular full-time employees will accumulate vacation leave based on the following schedule:

Length of Employment	Annual Accrued Vacation Time	Hours Accrued Each Bi-Weekly Pay Period
0 through 2 Years	80 hours	3.08 hours
3 through 5 Years	120 hours	4.62 hours
6 through 10 Years	168 hours	6.46 hours
11 through 15 Years	192 hours	7.38 hours
16 Years and Above	200 hours	7.69 hours

Regular employees shall accrue vacation at the above rate or at a prorated level, beginning with the first day of employment with the Employer. Employees may begin to use accrued vacation leave after having successfully completed their initial six (6) month probationary period of employment. An employee who voluntarily quits, is terminated, or is laid off with an accrued vacation leave balance shall be paid said balance in his/her final pay check.

During years one (1) through seven (7) an employee ceases to accrue additional vacation time, once they have reached a vacation balance of 200 hours. Beginning year eight (8) and thereafter an employee ceases to accrue additional vacation time, once they have reached a vacation balance of 224 hours.

Regular part-time employees will accrue vacation based on a proration of the actual

number of non-overtime hours worked in the pay period. Thus, an employee whose regular work schedule is one-half (1/2) the normal full-time schedule shall accrue vacation at one-half (1/2) the full time rate, which can be used upon completing the initial probationary period.

Vacation leave for more than four (4) hours must have prior approval from the employee's immediate supervisor. Supervisors shall respond to an employee's request for more than four (4) hours vacation leave, within ten (10) working days of the request being submitted to the supervisor via the Employer's online time off request system, providing the request is no more than 150 days in advance and the employee has or will have the accrued time available.

Vacation requests will not be denied solely based on the duration of the time requested by the employee.

3. Sick Leave

Sick leave shall apply only to instances wherein an employee or family member because of illness or injury is unable to report to work to perform his/her regular duties. Illness is defined as any pronounced deviation from a healthy state or exposure to contagious disease, which makes it disadvantageous to the employee and/or the Employer for the employee to report to work.

Sick leave is also available for employee use due to illness or injury of a family member. "Family" for purposes of this provision is defined as parents, legal guardian, children (including adopted, foster and stepchildren), spouse, siblings, and/or a person permanently residing in the employee's household as a dependent or person assuming the role of spouse grandparent, grandchild and registered domestic partner.

Employees are to contact their immediate supervisor no later than the first hour of their scheduled work day informing him/her that they are unable to report to work due to their own illness or that of a family member. If the employee knows that the immediate supervisor is scheduled off that day, the employee is responsible for contacting the Division Manager or the HR Specialist.

Regular employees will accrue sick leave at a rate of 3.69 hours per pay period or at a prorated level beginning with the first day of employment.

Sick leave may accumulate from year-to-year to a maximum equivalent of two and a half (2 ½) years' accrual. Sick leave may be used only for illness or injury, medical and/or dental appointments of the employee, or a family member as defined by this section and are subject to the approval of the employee's immediate supervisor. Leave requests in excess of five (5) working days require the approval of the HR Specialist.

Regular part-time employees will accrue sick leave proportionate to the number of hours scheduled work. Overtime work is not included in the calculation of sick leave.

If an employee has been absent on sick leave for more than (5) consecutive work days, he/she must provide a medical practitioner's release to return to work to the HR Specialist when he/she returns to work. The employee will not be returned to work without such a release and the failure to return such an employee to work absent a release shall not be subject to the grievance procedure.

If the Employer has a reasonable suspicion for believing that an employee is abusing sick leave, the employee may be put on notice that medical verification will be required for all future uses of sick leave, for a specific period of time not to exceed one (1) year.

Employees who engage in any type of gainful business or employment activities while on sick leave during their scheduled WDB work hours will be discharged.

4. Bereavement Leave

Employees shall be entitled to four (4) days of paid bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family; parent, grandparent, natural, step, adopted children and grandchildren of the employee; natural and step brothers and sisters of the employee; present spouse or person assuming the role of spouse of the employee; ex-spouse who is a natural parent of a minor child in the custody of the employee; natural and step parents and grandparents of the employee's spouse; natural brothers and sisters of the employee's spouse; present spouses of the employee's natural brothers and sisters; son-in-law and daughter-in-law of the employee.

Such leave shall be a maximum of thirty-two (32) hours paid leave which can be used over a 10 day period, whether services are within or outside of the State of California. Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the immediate supervisor, and as long as that additional leave does not pose a hardship for the Employer. If the requested additional leave is denied, that denial is not subject to the grievance procedure.

Bereavement leave must be verified by the HR Specialist, and supportive documentation of a request for bereavement leave may be required.

5. Jury Duty

When an employee covered by this Agreement is summoned to jury duty by proper judicial authorities, he/she shall be granted "other paid time off" not to exceed thirty (30) calendar days. The employee will receive his/her regular salary less the payment

received for jury duty, except travel pay. The employee shall be expected to report to work before or after jury duty if one (1) hour or more of the work day remains, excluding travel time from the courthouse to the employee's assigned work location. If an employee is absent from work due to a jury summons, the employee must provide the court documentation to the HR Specialist demonstrating that jury service has been ordered and that the employee participated in the jury selection process or served on a jury.

This provision is not applicable to an employee's appearance in litigation as a litigant or witness. However, if an employee is required within the scope of his/her employment to appear in litigation as a witness on behalf of the WDB, he/she will be paid his/her regular salary.

6. Military Leave

Any employee ordered into the armed forces of the United States by virtue of draft or reserve obligations shall be granted an unpaid leave of absence for the duration of the military assignment. Employees on military leave will continue to accrue service time, vacation and sick leave benefits for up to fifteen (15) working days within a calendar year.

Upon completion of military service, the employee will be reinstated with full seniority to his/her former position or to a comparable position if application for re-employment is made within ninety (90) calendar days of release from the service. This provision is not applicable to employees who voluntarily enlist in the armed services. Such enlistment shall be considered a voluntary quit/resignation.

An employee who is a member of the National Guard or of a reserve component of the armed forces shall, upon furnishing a copy of their official orders or instructions to the HR Specialist, be granted an unpaid military training leave. Upon presentation of military pay vouchers to the HR Specialist, employees will be reimbursed the difference between their normal compensation and the pay they receive while on military duty. Such compensation will be limited to fifteen (15) days per year.

B. Unpaid Leave

It is the policy of the Employer to consider and possibly grant an unpaid leave of absence to regular employees in good standing who meet the requirements. There are two types of allowable unpaid leaves: medical and personal.

1. General Provisions

Unless required by statute, regular employees on unpaid leaves of absence do not accrue service time, or vacation and sick leave benefits while on unpaid leave. Eligibility for benefits, and the calculation of service time, resumes immediately upon return from the leave.

An employee requesting an unpaid leave of absence must submit the request to his/her supervisor and Division Manager at least 30 days prior to the desired commencement of the requested leave via the Employer's online time off request system. If the request is agreed to by the supervisor, and Division Manager, it will be forwarded to the Executive Director for consideration and approval/denial. The employee will be notified within seven (7) working days of the submission of their leave request if it has been approved/denied by the Executive Director.

In cases of sudden illness or emergency, the unpaid leave request may be initiated by the employee's immediate supervisor and/or Division Manager. The supervisor or Division Manager must indicate their recommendation on the Employer's online time off request system as to whether the request should be approved, denied or modified.

Authorization of an unpaid leave of absence is the sole discretion of the Executive Director or a person designated by the Employer and is not subject to the Grievance Procedure. Employees released to return to work must report to the HR Specialist upon the start of their normal work schedule, on the day-of-return. If medically related, the employee must provide a Doctor's documentation of release to return and any required employment limitations/accommodations to the HR Specialist. Where applicable, all leave without pay options will be combined and run concurrently.

All unpaid leaves of absence must have a specific duration and return-to-work date determined at the time the leave is granted. Failure to return to work on the determined return-to-work day will be considered as a resignation by the employee. NOTED EXCEPTION: a women's timely return from pregnancy disability leave entitles her to her same job.

An employee who is on an authorized leave of absence and returns to work on their scheduled return to work date will be reinstated to his/her former functional assignment or to a similar functional assignment.

All original requests for a leave without pay, as well as any subsequent correspondence regarding the leave, will be forwarded to the HR Specialist and placed in a confidential employee file.

Employees on an unpaid leave of absence who have automatic dependent health care or additional employee-paid insurance coverage payroll deductions, are responsible for submitting the monthly premiums to the Fiscal department no later than the 1st working day of each month. Failure to do so will result in the termination of all applicable dependent health care or employee-paid insurance coverage.

2. Allowable Unpaid Medical Leaves and Leave Durations

a. FMLA/CFRA Leave

The federal Family Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA) of 1993 provide up to twelve (12) work weeks of unpaid family/medical leave within a 12-month period. To qualify for FMLA or CFRA, the employee must meet the following criteria:

1. The employee has been employed with the WDB for a total of 12 months of service prior to the commencement of leave. The twelve (12) months of employment must have accumulated within the previous seven years;
2. The employee has worked at least 1,250 hours during the previous 12-month period prior to the commencement of leave; and
3. The employee is employed at a work site where there are thirty (30) or more employees within a 75-mile radius.

Leave may be taken for one or more of the following reasons:

- a. A serious health condition that makes the employee unable to perform their job (FMLA/CFRA);
- b. To care for a child, parent or spouse who has a serious medical conditions (FMLA/CFRA);
- c. To care for a registered domestic partner (CFRA only);
- d. Incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- e. The birth of a child or placement of a child with the employee for adoption, or foster care (FMLA/CFRA);
- f. A qualifying exigency relating to a close family member's military service (FMLA only);
- g. To care for an ill or injured service member up to 26 weeks per 12-month period (FMLA only).

This unpaid leave of absence will run concurrently with any paid leave or other unpaid medical or parental leave allowed under this Agreement. Employees can choose to use vacation, sick leave, or other accrued paid time off during their FMLA/CFRA leave. If employees have a sick leave balance, they must exhaust their sick leave balance. Employees may additionally be eligible for Paid Family Leave (PFL) wage replacement benefits or other forms of wage replacement during the employee's parental leave. Contact the HR Specialist for any questions regarding FMLA/CFRA leave.

Return to Work from FMLA/CFRA Leave

Before an employee can return to work following a medical leave, a physician must provide certification advising that the employee is able to resume his/her work. An employee must notify the HR Specialist in writing of his/her intention to return to work at least ten (10) days prior to the expiration of the leave. The employee must also provide a physician's statement clearly indicating any type of accommodation or modified work schedule the employee may require upon their return. The anticipated length of the accommodation/modified work schedule must also be specified.

Any employee on FMLA/CFRA leave prior to the execution of this Agreement will continue their previously approved FMLA/CFRA status as designated.

b. Parental Leave

California's New Parent Leave Act provides an employee with up to a maximum of twelve (12) weeks of unpaid Parental Leave within one year of a child's birth, adoption, or foster care placement if the employee meets all of the following eligibility criteria:

1. The employee has been employed with the WDB for a total of 12 months of service prior to the commencement of leave;
2. The employee has worked at least 1,250 hours during the previous 12-month period prior to the commencement of leave; and
3. The employee is employed at a work site where there are twenty (20) or more employees within a 75-mile radius.

The following information applies to parental leave:

- a. The employee has the right to take up to a maximum of twelve (12) weeks of unpaid job protected parental leave within one year of the child's birth, adoption, or foster care placement;
- b. The employee is guaranteed employment in the same or comparable position at the end of the parental leave;
- c. Group health benefits will be maintained during parental leave at the same level and under the same conditions as if work continued (not to exceed twelve (12) weeks over the course of a 12-month period for parental leave). Employees on an unpaid leave of absence who have automatic dependent health care or additional employee-paid insurance coverage payroll deductions are responsible for submitting the monthly premiums to the Fiscal department no later than the 1st

working day of each month. Failure to do so will result in the termination of all applicable dependent health care coverage.

Employees can choose to use vacation, sick leave, or other accrued paid time off during their parental leave. If employees have a sick leave balance, they must exhaust their sick leave balance. Employees may additionally be eligible for Paid Family Leave (PFL) wage replacement benefits or other forms of wage replacement during the employee's parental leave. Contact the HR Specialist for any questions about parental leave.

3. Allowable Unpaid Personal Leave

Unpaid personal leave must be pre-approved. The Executive Director, via the immediate supervisor or Division Manager, may grant an unpaid personal leave for up to a maximum of thirty (30) calendar days for extenuating personal or medical circumstances. ~~If employees have a sick leave balance, they must exhaust their sick leave balance prior to utilizing unpaid leave.~~

SECTION 22. FRINGE BENEFITS

A. Medical Benefits

Medical insurance coverage is available to all regular employees at the time of hire. Once the plan required waiting period is satisfied, coverage begins. The Employer pays 100% of the premium cost of medical insurance for the employee, and if requested, twenty-five (25%) of the employee's dependents' premium. Remaining employee dependent coverage is paid by the employee through appropriate payroll deductions. Employees have thirty (30) calendar days from the time of hire to enroll with one of the two providers available or they must wait until the next new open enrollment period.

B. Dental Benefits

Dental insurance coverage is available to all regular employees at the time of hire. Once the plan required waiting period is satisfied, coverage begins. The Employer pays 100% of the premium cost for dental insurance for the employee, and if requested fifty percent (50%) of the employee's dependents' premium. Remaining employee dependent coverage is paid by the employee through appropriate payroll deductions. Employees have thirty (30) calendar days from the time of hire to enroll with the WDB dental provider or they must wait until the next open enrollment period.

C. Vision Benefits

Vision insurance coverage is available to all regular employees at the time of hire. Once the plan required waiting period is satisfied, coverage begins. The Employer pays 100% of the premium cost for vision insurance for the employee only. Employee dependent coverage is available under the vision insurance plan, and if selected, is paid by the employee through appropriate payroll deductions. Employees have thirty (30) calendar days from the time of hire to enroll with the WDB vision provider or they must wait until the next new open

enrollment period.

D. Life Insurance

Life insurance is available to all regular employees once they complete their initial six month period of employment with the WDB. The Employer pays 100% of the premium cost for the \$15,000 life insurance policy. Additional employee and dependent coverage is available under the life insurance plan, and if selected, is paid by the employee through appropriate payroll deductions.

E. Retirement

The Employer provides a Tax Deferred Annuity (or 403(b)) Retirement Plan. In compliance with the retirement plan guidelines, all qualified and interested employees are eligible to participate.

F. IRS approved Flexible Health Insurance and Dependent Care Plans

Upon hire, employees are immediately eligible to participate in the premium deduction portion of the 125 (Flexible Health Insurance) IRS plan. After an employee has completed their six-month introductory period with the WDB, they are eligible to participate in the flexible spending portions of both the 125 and 129 (Dependent Care Assistance) Plans.

G. Miscellaneous Benefits

Required state and federal benefits and or tax deductions, such as worker's compensation, state disability insurance, unemployment insurance, social security, etc. will be paid by the Employer or payments will be deducted from employee pay checks.

H. Staff Training and Tuition Reimbursement

The Employer is committed to the professional development of staff and makes every effort to help employees develop their skills and upgrade their performance as an employee benefit.

1. WDB-Sponsored Staff Training

WDB sponsors staff participation in job-related training provided during work hours. Requests for additional WDB-funded training must be approved by the direct supervisor and Division Manager to ensure efficient and equitable use of staff time and available professional development funds. The HR Specialist must receive notification of any staff training attended. Any certifications or licenses obtained from WDB-sponsored training must be given to the HR Specialist and will be placed in the personnel file.

2. Tuition Reimbursement

Employees who have been employed by the Employer for at least twelve (12) consecutive months of active employment may submit written requests for tuition, books and fees reimbursement for pre-approved and completed courses that will upgrade the employee's skills and knowledge and will be beneficial to the Employer.

After submitting proof to the Employer of successful completion of the previously approved course(s), an employee may receive up to One Hundred Dollars (\$100.00) reimbursement for tuition, books and fees per course not to exceed \$300.00 per calendar year for completed courses with a grade of "C" or better or successful completion of the course if no grades were given.

Whether the training is considered beneficial to the Employer is within the Employer's sole discretion and is not subject to the grievance procedure.

Reimbursement will only be made upon the employee's submission of:

- a. A written request for professional development reimbursement including an identification of the class(es) to be attended and where, as well as a description of the job-relatedness of the class(es) and how knowledge of the subject area will both enhance the employee's performance and benefit the agency. This request must be submitted prior to the commencement of the class and approved by the employee's immediate supervisor and Division Manager, and authorized by the Executive Director;
- b. Evidence of class enrollment;
- c. A grade report or other formally issued transcript reflecting no less than a "C" grade in the class(es) attended or successful completion of the course if no grades were given; and
- d. Evidence of payment of tuition, books and/or fees by the employee.

All original documents requesting the professional development authorization, as well as copies of the tuition reimbursement, will be maintained by the Employer's HR Specialist and placed in the employee's Personnel File. The HR Specialist or his/her designee will be responsible for forwarding all original reimbursement requests to the Fiscal Department for payment within ten (10) working days of their receipt.

3. Unpaid Release Time

Unpaid release time from work for up to a maximum of six (6) hours per week including travel time may also be granted to employees who meet the following criteria:

- a. Have been employed for a minimum of two (2) continuous years with the WDB;
- b. Are performing their job at a satisfactory level and have not been on a plan of correction for at least one full year;

- c. There is a direct professional applicability of class(es) attended to employee's current functional job description, job cluster or vocational training area; and
- d. The release time is recommended by the employee's immediate supervisor and Division Manager.

SECTION 23. MISCELLANEOUS

A. Dress Code

In the interest of presenting a professional image to Board clients, partners and the community, all employees of the WDB are required to observe good habits of grooming and personal hygiene. Employees are expected to dress conservatively and professionally in an appropriate manner for the business office.

B. No Strike/No Lockout

Under no circumstances will the Union or its agents cause, sanction, or permit its members to cause any strike, slowdown, stoppage of work, or other economic action directed at any activity of the Employer during the term of this Agreement. An employee who withholds services without the approval, permission or sanction of the Union shall be considered a voluntary quit, without recourse through the grievance procedure. Under no circumstances will the Employer engage in a lockout during the term of this Agreement.

C. Severability

If any provision of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such revisions shall be restrained, the remainder of this Agreement shall not be affected thereby.

D. Workplace Safety

The Employer will provide a safe work environment for all employees.

E. Communication

All WDB employees shall conduct themselves in a professional manner and are expected to communicate clearly and in a way that reflects mutual respect and positive communication.

Under no circumstances is any WDB employee ever to yell, belittle or berate another WDB employee.

F. Policy Changes

The Employer notify the Union of the right to meet and confer on any new or revised policies that affect wages, hours, and other terms and conditions of employment. This is distinguished from general managerial policy decisions. This does not pertain to

programmatic policies unless the programmatic policy changes affect wages, hours, and other terms and conditions of employment. The Employer will share information with an opportunity for questions and/or provide training session on all new or revised policies prior to implementation.

G. Compliance Resolution

Should the Employer have issues or concerns of non-compliance of this MOU between SEIU Local 1021 and Workforce Development Board (Employer), the Employer reserves the right to contact the SEIU authorized representative for discussion and resolution. If resolution is not reached, the employer may seek resolution using other administrative processes.

SECTION 24. TERM OF AGREEMENT

~~This Agreement shall be in effect on October 1, 2018 and shall remain in full force and effect to and including September 30, 2021. The annual salary adjustment as described in Section 19 B. October 1, 2018 and October 1, 2019 and October 1, 2020 shall remain in effect through September 30, 2021. Thereafter, the Agreement shall automatically renew itself and continue in full force and effect from year to year unless written notice of intention to terminate or modify any provision of this Agreement is given by either party and received by the other no later than one hundred and twenty (120) days prior to its termination date on the close of business of September 30, 2021.~~

SECTION 25. COMPLETE AGREEMENT

During the negotiations culminating in this Agreement, the Employer and the Union each enjoyed and exercised the unlimited right and opportunity to make demands and proposals, counter-demands and counter proposals, with respect to any subject matter in which Section 3500 et seq. of the California Government Code imposes an obligation to bargain.

Unless specifically set forth elsewhere in this Agreement, no further negotiations shall take place on any subject within the scope of bargaining during the term of the Agreement. Consequently, the Employer expressly waives its right to require the Union to bargain collectively and the Union expressly waives its right to require the Employer bargain collectively over all matters in accordance with Section 3500 et seq., of the California Government Code imposes an obligation to bargain, with respect to: (a) matters which are specifically referred to in this Agreement; or (b) matters which were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or (c) matters which were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed. The waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party, except to the extent required to enforce the terms of this Agreement or to obtain information required to prepare to bargain for a successor Agreement in a manner and at a time which is timely with respect to such negotiations. Nothing in the Agreement precludes the parties from mutually agreeing to re-open negotiations on any subject. The Employer and Union agree that notwithstanding this provision, either party may

require negotiations concerning events that were outside the knowledge of both parties at the time the Agreement was signed.

This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of their right and opportunity, and finally determines all matters of collective bargaining for its term.

Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

SECTION 26. SIGNATURES

IN WITNESS THEREOF, the parties have executed this Agreement.

FOR THE Employer

Workforce Development Board of Solano County, Inc.

By:

Heather Henry, Executive Director	Date
Lauren Bender, HR Specialist	Date
Veronica Gonzalez, Negotiation Team Member	Date
Cheryl Joseph, Negotiation Team Member	Date
Antoinette Smith, Negotiation Team Member	Date
Tracy White, Negotiation Team Member	Date
Fadi Halabi, WDB Board Chair	Date

FOR THE Union

Service Employees International Union (SEIU), Local, 1021, CTW, CLC


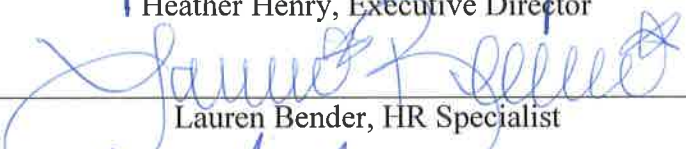
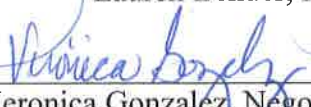
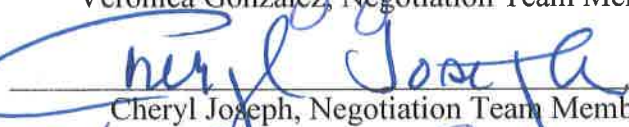
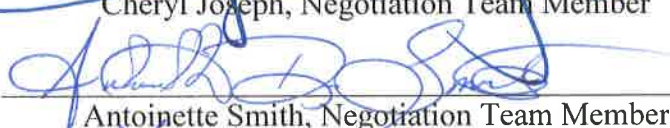
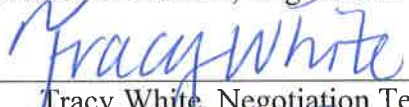
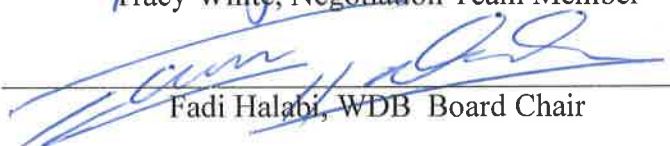
By:

_____ Monique Wild, Field Representative	_____ Date
_____ Sonja Rockwell-Jackson, Chapter President	_____ Date
_____ Loretta Perry, Negotiation Team Member	_____ Date
_____ Brigid Reilly, Negotiation Team Member	_____ Date
_____ William Terrie, Negotiation Team Member	_____ Date
_____ Jason Klumb, Field Director, SEIU 1021	_____ Date
_____ John Stead-Mendez, Executive Direct, SEIU 1021	_____ Date

FOR THE Employer

Workforce Development Board of Solano County, Inc.


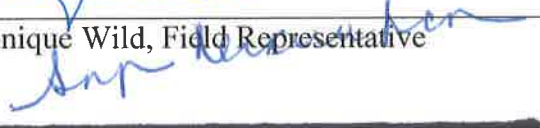

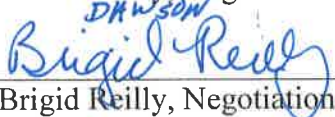
By:

 _____ Heather Henry, Executive Director	<u>3/22/19</u> _____ Date
 _____ Lauren Bender, HR Specialist	<u>03/22/19</u> _____ Date
 _____ Veronica Gonzalez, Negotiation Team Member	<u>3/22/19</u> _____ Date
 _____ Cheryl Joseph, Negotiation Team Member	<u>3/22/19</u> _____ Date
 _____ Antoinette Smith, Negotiation Team Member	<u>3.22.19</u> _____ Date
 _____ Tracy White, Negotiation Team Member	<u>3/22/19</u> _____ Date
 _____ Fadi Halabi, WDB Board Chair	<u>3-22-19</u> _____ Date

FOR THE Union

Service Employees International Union (SEIU), Local, 1021, CTW, CLC

By:

 _____ Monique Wild, Field Representative	<u>4/8/19</u> _____ Date
 _____ Sonja Rockwell-Jackson, Chapter President	<u>4/8/19</u> _____ Date
 _____ Loretta Perry, Negotiation Team Member	<u>4-8-19</u> _____ Date
 _____ Brigid Reilly, Negotiation Team Member	<u>4-8-19</u> _____ Date

1912

1912

1912

1912

1912

1912

1912

1912

1912

1912



William Terrie, Negotiation Team Member

4/8/19

Date



Jason Klumb, Field Director, SEIU 1021

7/23/19

Date



John Stead-Mendez, Executive Director, SEIU 1021

7/23/19

Date



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

Salary Chart 2018 - 2019 for SEIU 1021
Attachment A

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A/P Specialist II	\$51,178	\$52,457	\$53,769	\$55,113	\$56,490	\$57,902	\$59,351	\$60,835	\$62,355	\$63,915
A/P Specialist I	\$46,061	\$47,212	\$48,391	\$49,602	\$50,842	\$52,113	\$53,416	\$54,751	\$56,120	\$57,522

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A/P Technician III	\$43,091	\$44,169	\$45,274	\$46,405	\$47,564	\$48,754	\$49,973	\$51,222	\$52,502	\$53,815
A/P Technician II	\$39,174	\$40,153	\$41,158	\$42,186	\$43,240	\$44,322	\$45,430	\$46,565	\$47,730	\$48,923
A/P Technician I	\$35,255	\$36,137	\$37,040	\$37,966	\$38,916	\$39,888	\$40,885	\$41,908	\$42,955	\$44,028

