

WFC Executive Board Meeting
AGENDA

August 18, 2021 • 1:00 – 2:30 p.m.

WorkForce Central • Via Zoom

County Executive Bruce Dammeier presiding

I. CALL TO ORDER

II. PUBLIC COMMENT

III. CONSENT AGENDA

- A. Approve the June 14, 2021 Minutes
- B. Approve June & July 2021 Voucher Payments
- C. Approve Financial Report
- D. Approve Personnel Policies

IV. REGULAR AGENDA

- A. Employer Drive Reskill-Upskill
- B. City and County Partnerships
- C. WorkSource Affiliate and Connection Sites
- D. State and Federal Regulations Update
- E. CEO Review
- F. Interlocal Agreement

V. OTHER BUSINESS

VI. ADJOURN

Attachments

June 2021 Meeting Minutes
June & July 2021 Voucher Payments
Financial Report
Personnel Policies & Procedures



WFC Executive Board Meeting
MINUTES

June 14, 2020 • 12:00 – 1:30 p.m. • Via Zoom

Mayor Victoria Woodards presiding

Attendees: Marty Campbell, Bruce Dammeier, April Gibson, Victoria Woodards, Lillian Hunter, Jani Hitchen

Staff: Katie Condit, Jan Adams, Steve Grimstad, Josh Stovall

I. CALL TO ORDER

CE Dammeier called the meeting to order at 12:03 p.m.

II. PUBLIC COMMENT

None

III. CONSENT AGENDA

A. Approve the April 14, 2021 Minutes

B. Approve April & May 2021 Voucher Payments

C. Approve Financial Report

D. Approve Updated Bylaws

Motion to approve the Consent Agenda made by Marty; seconded by Lillian. Approved.

IV. REGULAR AGENDA

A. Adoption and amendment of budget for the calendar year and financial reporting period January 1, 2020 to December 31, 2020 (Resolution No. 882)

Motion to approve made by Victoria; seconded by Marty. Approved.

B. Review and Approve Budget for PY21/FY22

Steve gave an overview of the budget documents and the proposed budget. He noted our formula funding is decrease of 17.5%. Steve highlighted some additional grants we have received as well as some changes from last year's budget allocations. Katie noted that even with the decrease of formula funding, the overall revenue has increased due to the additional grants. Bruce asked why our decrease was greater than the state overall decrease. Steve noted this is based on the unemployment rate and is calculated by the state. Discussion continued around how the calculations are done by the state. Victoria asked which program we are the most excited about in the new budget. Katie shared we are really excited about the Business Solutions working with employers in the region as well



as expanding the youth programs. Motion to approve made by Victoria; seconded by Marty. Approved.

C. Organization Climate Survey- Review and Discussion

Katie gave a background and overview of the survey results. Discussion continued around what the next steps are for the staff.

D. Theory of Change and Outcomes - Review and Discussion

Katie gave an overview of the Theory of Change and how it all ties together with our outcomes. Josh gave an overview of the performance metrics and contract targets. Lillian asked if it is possible to see comparison of current progress to previous years. Josh noted on some of the metrics it may be difficult to show the comparisons due to how metrics were measured in the past. Katie noted the WDC has asked for this data using demographic breakdowns. Discussion continued on the outcomes and the impact we have had.

E. Center Reopening & MOU- Update

Katie noted the planned re-opening of the One-stop Center is July 6th and we expect an influx of customers. She also gave a background and update on the status of the MOU. Bruce asked if there were any significant changes. Katie noted the focus for racial equity. Victoria asked if the partnership has changed as a result of us taking over the management of the center. She noted Career Team has been selected as the One-Stop Center Operator. Discussion continued around how it will work and the collaboration with the WDC and partners.

V. OTHER BUSINESS

None

VI. ADJOURN

Motion to adjourn made by Victoria; seconded by Marty. Meeting adjourned at 12:56 p.m.



Executive Board Chair WorkForce Central



CEO



VOUCHER APPROVAL

June 2021

The following listing of vouchers written in the above month is hereby submitted to the Board for approval. I have audited and certified all vouchers as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090.

FUNDS	FROM	TO	TOTAL
Check Payments (check numbers)	11936	11957	\$ 154,872.95
Electronic Payments (dates)	6/3/2021	6/25/2021	\$ 736,519.88
TOTAL			\$ 891,392.83
Respectfully submitted by <u>Steve Skinstad</u>			
Chairman of Board		Date	

VOUCHER APPROVAL

July 2021

The following listing of vouchers written in the above month is hereby submitted to the Board for approval. I have audited and certified all vouchers as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090.

FUNDS	FROM	TO	TOTAL
Check Payments (check numbers)	11958	11983	\$ 148,277.79
Electronic Payments (dates)	7/9/2021	7/30/2021	\$ 555,053.14
TOTAL			\$ 703,330.93

Respectfully submitted by



Chairman of Board

Date

WorkForce Central
Program Year 2020/Fiscal Year 2021
Budget vs. Actual through June 30, 2021

Budget Line Item	Final PY20 Approved Budget	Year to Date Actual Expenditures	Budget Remaining
Direct Services and Contracts	\$ 7,001,200	\$ 4,899,599	\$ 2,101,601
New Cohort Training/Priority Initiatives/System Enhancements	1,064,870	-	1,064,870
Professional Development	50,000	-	50,000
Service Delivery via Technology	300,000	-	300,000
Training Resource Expansion	100,000	-	100,000
Workforce Summits	50,000	-	50,000
Young Adult Initiatives	50,000	-	50,000
WFC Personnel	3,511,621	3,099,449	412,172
WFC Operational Costs/Assessments and Tracking Licenses	872,444	468,224	404,220
Mitigation	450,427	-	450,427
Administrative Reserve	486,333	-	486,333 (1)
Total	<u>\$ 13,936,895</u>	<u>\$ 8,467,272</u>	<u>\$ 5,469,623</u>

Notes:

(1) - Represents WIOA Admin funding available for the current program year that is not expected to be spent and will carry forward and be available to spend in the next program year.

WorkForce Central
Program Year 2020/Fiscal Year 2021
Direct Services and Contracts through June 30, 2021

Contract	Final PY20 Approved Budget	Year to Date Actual Expenditures	Budget Remaining	Obligation Remaining
PY2019 Adult Formula	\$ 193,000	\$ 124,854	\$ 68,146	\$ -
PY2020 Adult Formula	1,200,000	989,069	210,931	210,931
PY2019 Dislocated Worker Formula	188,000	94,949	93,051	-
PY2020 Dislocated Worker Formula	1,200,000	949,895	250,105	250,105
PY2019 Youth Formula	202,000	-	202,000	-
PY2020 Youth Formula	1,200,000	795,620	404,380	404,380
PY2019 Business Solutions Formula	117,000	-	117,000	-
PY2020 Business Solutions Formula	620,000	153,042	466,958	-
One Stop System Operator	100,000	-	100,000	-
Construction Training Cohorts	200,000	96,100	103,900	70,700
Other Small Contracts	168,200	171,347	(3,147)	42,600
Rapid Response	443,000	440,041	2,959	73,406
Economic Security for All	742,000	552,813	189,187	663,493
Pre-Employment Transition Services	428,000	3,916	424,084	334,464
Disaster Recovery Dislocated Worker Grant	-	190,900	(190,900)	819,159
Employment Recovery Dislocated Worker Grant	-	337,053	(337,053)	746,056
Total	<u>\$ 7,001,200</u>	<u>\$ 4,899,599</u>	<u>\$ 2,101,601</u>	<u>\$ 3,615,294</u>



**TACOMA-PIERCE COUNTY
EMPLOYMENT AND TRAINING CONSORTIUM
D/B/A WORKFORCE CENTRAL**

PERSONNEL POLICIES AND PROCEDURES
Revised and Approved by Executive Board August 18, 2021

**TACOMA-PIERCE COUNTY EMPLOYMENT AND TRAINING CONSORTIUM
D/B/A WORKFORCE CENTRAL**

**PERSONNEL POLICIES AND PROCEDURES
&
COMPENSATION PLAN**

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ARTICLE I - COMPENSATION/CLASSIFICATION PLAN

1.1 MAINTENANCE AND ADMINISTRATION

The Chief Executive Officer shall be responsible for maintenance and administration of the established Compensation/Classification Plan, and for recommending to the Executive Board any adjustments or amendments made to or regarding such plan. The Compensation/Classification Plan shall establish a salary range for each class, which includes a minimum and maximum pay rate and such intermediate pay rates as are necessary and equitable.

1.2 SALARY RANGE ADJUSTMENTS

- a) **Compensation/Classification Plan Review**
Prior to the preparation of each annual budget, as well as other appropriate times, the Chief Executive Officer, and/or designee, shall review the Compensation/Classification Plan and fringe benefit programs offered to WorkForce Central employees.
- b) **Action Following Review**
On the basis of information derived from such review, the Chief Executive Officer shall recommend to the Executive Board for approval such changes in the salary ranges and/or fringe benefit programs as are appropriate. The rate of pay for each employee shall be adjusted to the corresponding step in the new range in conformance with the adjustment of the salary range for the class. Changes to any or all of the fringe benefit programs will be effective on the date as set forth by the Executive Board.

1.3 SALARY POLICIES

The salary ranges are intended to be equitable while maintaining administrative flexibility to recognize variations in individual experience, provide employee incentives, and reward employees for meritorious service. The following shall be the general policy with respect to the use of the pay steps within salary ranges:

- a) **Minimum Rate**
The minimum rate of pay for a class shall be paid to any persons on their original appointment to a position except when, as determined by the Chief Executive Officer, the new employee possesses exceptional qualifications warranting employment at a higher step in the pay range, provided funds are available. If the hiring Review Committee believes the candidate possesses exceptional qualifications that warrant a pay rate at a step higher than Step 1 of the appropriate position classification, the Review Committee Chairperson shall outline those exceptional or unique qualifications in writing to the Chief Executive Officer for approval or disapproval.

- b) **Basic Salary**
The basic salary range shall consist of five steps to be known as Steps 1, 2, 3, 4, and 5. For employees hired in permanent status after July 1, 2020, within-range increases shall be from one pay step to the next higher step annually from date of hire, unless WorkForce Central considers the employee's services to have been unsatisfactory. Employees hired prior to July 1, 2020, shall continue to receive within-range increases from one pay step to the next higher step annually from the date of the completion of a six (6) month probation period unless WorkForce Central considers the employee's services to have been unsatisfactory. All within range increases are subject to the availability of funds.
- c) **Step Increase Denial**
An employee who's normal within-range increase has been suspended by a report of unsatisfactory service shall not thereafter be entitled to any further within-range increases in that position, except upon the specific recommendation of the immediate supervisor and the next level of direct management.

1.4 ADMINISTRATION OF THE COMPENSATION/CLASSIFICATION PLAN

As of the effective date of the adoption of this Compensation/Classification Plan or any subsequent amendment thereto:

- a) **Initial Pay Adjustments**
All initial WorkForce Central employees whose pay is in excess of the maximum rate prescribed for their class shall not be reduced in annualized pay.
- b) **Pay Increases**
Employees will be advanced in pay as the result of an adjustment to the salary range for their class, as provided for in paragraph 1.3. In addition, employees will be eligible for step increases according to their anniversary date and in accordance with these policies when appropriate.
- c) **Exceptions**
The provisions of this Article shall not prevent demotion or reduction for disciplinary reasons, or the application of service wide pay decreases by classification when such action is required by the financial condition of WorkForce Central or by changing economic conditions.
- d) **Salary Decreases**
The Chief Executive Officer, upon recommendation of a supervisor, for cause may reduce the salary of an employee within the pay range prescribed for the class. Notice of intention to initiate a reduction in pay, and the reasons for such action, shall be given to the employee prior to the reduction. The employee shall have the right to request an opportunity to respond to the Chief Executive Officer before the final determination.

1.5 OVERTIME COMPENSATION

In accordance with the Fair Labor Standards Act (FLSA) and state law, overtime shall include only hours worked, which are performed by non-exempt employees, which exceed 40 hours in any single work week.

Non-exempt employees shall not work overtime unless explicit pre-approval is given. Working unapproved hours puts WorkForce Central at legal risk and may jeopardize working relationships with co-workers. Non-exempt employee found to be working unapproved hours and/or not complying with the overtime pre-approval process, will be subject to disciplinary action up to and including termination.

- a) Employees must complete the [Overtime Approval Form](#) prior to working overtime. Employees will typically be permitted to use compensatory time on the date requested unless doing so would unduly disrupt the operations of WorkForce Central.
 - 1. Cash compensation shall be paid at the rate of time and one-half for hours worked in excess of forty (40) hours per week. An employee may choose to be compensated with time and one-half off rather than be compensated by cash.
 - 2. If employee chooses to be compensated with time off, the compensatory time off must be taken during the pay period following the pay period the extra hours were worked. If employee is unable to do so, employee must claim pay for the overtime hours worked.
- b) Employees eligible for overtime compensation shall be those employees determined as non-exempt per the FLSA guidelines and state law.

1.6 LONGEVITY PAY

- a) Eligible employees shall receive longevity pay in accordance with the following schedule:
 - From 5 through 9 years aggregate service..... 1% of base rate
 - From 10 through 14 years aggregate service..... 2% of base rate
 - From 15 through 19 years aggregate service..... 3% of base rate
 - From 20 years or more aggregate service 4% of base rate
- b) Eligibility for longevity pay shall be determined by the length of aggregate service and will be paid at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed. Employees who leave employment with WorkForce Central and are rehired shall not receive aggregate service time earned while employed previously.

1.7 PAY PERIODS

Employees of WorkForce Central will be paid on a bi-weekly basis in accordance with the accrual dates and pay dates established by WorkForce Central.

ARTICLE II - PERSONNEL ACTIONS

2.1 POLICY

It is the policy of WorkForce Central to maintain personnel procedures, which are conducive to and supportive of the highest professional standards of employee performance and personal conduct on the job. These policies and procedures are to be used as guidelines and are not to be construed as an employment agreement.

2.2 TYPES OF APPOINTMENTS

All positions are designated "at will" and serve at the pleasure of WorkForce Central. The Chief Executive Officer may terminate the employment relationship at any time, with or without cause or advance notice. In the event the employment relationship is terminated for any reason, the employee shall be entitled to receive earned, but unpaid base salary and any other compensation or benefit earned by or owed to employee through and including the date of termination, payable in a lump sum on the next regularly scheduled payroll date following the date on which employment terminated, or at such other date as agreed to by employee and Chief Executive Officer.

a) **Full-Time Appointment**

A Full-Time Appointment is an agreement where the appointee works forty (40) hours per week. Full-time appointments shall be considered in permanent service, unless designated as a Temporary Appointment, and shall receive all benefits afforded employees.

b) **Part-Time Appointment**

A Part-time Appointment is an agreement where the appointee is hired to work no less than thirty (30) hours per week. Part-time appointments shall be considered in permanent service, unless designated as a Temporary Appointment, and shall receive all benefits afforded employees, with vacation leave and sick leave accrued on a prorated basis.

c) **Temporary Appointment**

Temporary Appointment may be made for a maximum period of 12-months, with the approval of the Chief Executive Officer, when services are required for a special job or project of limited duration.

When possible, temporary appointments will be hired through a temporary staffing agency and will not be eligible for employer provided benefits. If a temporary appointment is hired by WorkForce Central directly, the temporary appointment shall receive vacation leave, sick leave pursuant to Washington State's Paid Sick Leave law, paid holidays, and floating holidays.

At any time during a temporary appointment, the Chief Executive Officer may, with the supervisory authority's input, evaluate whether the assignments and ongoing body of work be converted to a regular part-time or full-time position. If this is the case, the Chief Executive Officer may offer said permanent position to the individual holding the temporary appointment without being required to follow the Recruitment and Placement process as outlined in Article III.

d) Internship Appointments

Internship Appointments may be approved by the Chief Executive Officer and shall be for less than ten (10) months with a work schedule of no more than twenty-five (25) hours per week.

Paid Internship Appointments shall only receive sick leave benefits pursuant to Washington State's Paid Sick Leave law.

2.3 DEMOTION

No employee(s) will be demoted to a position for which they do not possess the minimum qualifications. An employee being demoted will receive appropriate notice of the intended action.

2.4 RESIGNATION

Any employee wishing to leave WorkForce Central service in good standing shall provide formal written notification to their immediate supervisor at least two (2) weeks before leaving. A written resignation should state the date the resignation shall become effective and the reason for leaving. Written resignations of less than two (2) weeks' notice due to extenuating circumstances must be approved by the supervisor in order to be in good standing. Failure to comply with this procedure may be considered cause for denying such employee future employment.

2.5 RETIREMENT

WorkForce Central employees may be members of the Washington Public Employees Retirement System and as such, are subject to the requirements of, and eligible for, the benefits provided by that System. Information and eligibility requirements on the Retirement System is available from the Washington State Department of Retirement Systems. Employees who are determined to be eligible, must be enrolled with the Washington State Department of Retirement Systems.

2.6 NEPOTISM

It is the policy of WorkForce Central that no relative shall be employed where they might be in a position to be supervised by or supervise the other. "Relative" is defined as spouse, state recognized domestic partners, sibling, parent, child, child-in-law, and parent-in-law.

2.7 PERSONNEL FILES

A personnel file will be maintained by WorkForce Central for each individual employed by WorkForce Central. The personnel file shall contain all official documents related to an individual's employment.

- a) **Exclusions**
Personnel records do not include records of an individual relating to the conviction, arrest or investigation of conduct constituting a violation of state or federal criminal laws, confidential reports from previous employers, financial/credit reports, medical information, supervisor's notes, or records maintained in compliance with existing local, state or federal law unrelated to employment.
- b) **Review of Files**
Employees may review their personnel files during regular office hours once per year. At the request of the employee, copies of materials included in such files shall be furnished. No material that reflects critically upon an employee shall be placed in an employee's personnel record without the employee's knowledge.
- c) **Public Disclosure**
Certain information in personnel files may be exempt from public disclosure as provided by the Washington Public Records Act.
- d) **Maintenance of Files**
Personnel records of employees who no longer are employed with WorkForce Central will be maintained on file in accordance with WorkForce Central's Record Retention and Public Access Policy.
- e) **Removal of Materials**
Normally, once material has been entered into an employee's personnel file it shall remain in accordance with WorkForce Central's record retention policy. However, an employee, or former employee, may request of the Chief Executive Officer that letters of warning or reprimand be removed from the file after a one (1) year period if no recurrence of a similar infraction occurs. The Chief Executive Officer shall have full discretion in deciding whether to approve the request. Even if the record is removed, the record retains status as a public record and will be retained in accordance with WorkForce Central's records retention schedule.

ARTICLE III – RECRUITMENT AND PLACEMENT

3.1 EQUAL EMPLOYMENT OPPORTUNITY

It is WorkForce Central's policy to employ, retain, promote, discharge, and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and

competence. This policy shall be applied without regard to status or characteristic protected by federal, state or local law.

3.2 APPLICATION PROCEDURES

WorkForce Central employees and external applicants shall submit their applications in accordance with instructions contained in the vacancy announcement.

3.3 EVALUATION OF APPLICANTS

- a) Applicant Screening by Review Committee
 - 1) A Review Committee will normally be comprised of at least two (2) persons: the immediate supervisor of the position and their designee.
 - 2) The immediate supervisor of the position may also choose to select additional individuals from within WorkForce Central and/or from partner organizations to serve on the Review Committee.

- b) Ranking of Applicants
 - 1) All applicants will be ranked by the committee in a numerical sequence.
 - 2) In the process of screening and ranking applicants, the Review Committee will use an "[Applicant Ranking Form.](#)"
 - 3) The Review Committee chairperson has the responsibility for coordinating all activities of the committee which includes the notification in writing of applicants concerning written tests (when applicable), and oral interviews.
 - 4) The Review Committee chairperson will submit to the Chief Executive Officer, a list containing the names of the highest ranked applicants and the name of the candidate being recommended for hire highlighting their qualifications.
 - 5) A Veterans Preference may be applicable to an eligible veteran, as defined in RCW 41.04.007, with percentages added to scoring criteria pursuant to RCW 41.04.010 for all competitive examinations, or a general preference where two or more candidates have equal qualifications, pursuant to RCW 73.16.010.

3.4 SELECTION FOR APPOINTMENT

- a) Selecting Official

Normally, the selecting official is the immediate supervisor of the position to be filled. However, the Chief Executive Officer has the option of designating the Chief Operating Officer or him/herself as the selecting official.

- b) Review and Selection Approval

The Chief Executive Officer will review and approve or disapprove all hiring selections and position appointments.

3.5 NOTIFICATION TO APPLICANTS

All applicants for all positions shall be notified of the status of their application (selected/not selected).

ARTICLE IV - HOURS OF WORK, ATTENDANCE AND APPEARANCE

4.1 HOURS OF WORK

Supervising staff are responsible for ensuring that all programs/operations are adequately staffed during business hours and the overall needs of the organization are met.

Supervisors shall establish a schedule of regular working hours for their employees.

a) Flexible Work Schedules

Flexible work schedules are to be worked out between employee and their immediate supervisor with final approval of the Chief Executive Officer. Conditions that will be taken into consideration when approving a flexible work schedule include those listed in 1) below.

1) Consideration

In considering requests for flexible work schedules, the immediate supervisor and the Chief Executive Officer will ensure the adjustment in hours worked will not reduce the level of productivity and service provided by the section, nor interfere with the ability of others in the section and/or other sections to perform their duties. Eligibility is determined by the duties of the position, not by employee. Specifically, the supervisor and the Chief Executive Officer will consider the following:

- i The quality and quantity of work output and customer service shall remain at least at the levels maintained before adoption of the flexible work schedule.
- ii Coverage for the employee's work functions will be maintained during the employee's time out of the office.
- iii Normal business hours can be maintained during the employee's absence.
- iv The flexible work schedule will not appreciably add to WorkForce Central's costs.
- v The flexible work schedule will not present a security or building access problem for WorkForce Central.
- vi The flexible work schedule will not impose an undue burden on WorkForce Central business or other WorkForce Central employees.
- vii The ability to supervise staff will be maintained.

2) Approval of Flexible Work Schedules

All requests for flexible work schedules will be submitted using the [Alternative Schedule Request Form](#). The supervisor has the responsibility to inform the employee making the request of the final decision, whether the request has been approved or denied.

- 3) Discontinuation of Flexible Work Schedule
Once approved, the flexible work schedule will remain in place until either one or both parties provide at least five (5) business days' written notice to the other that the alternate schedule will be discontinued, and the standard work schedule is to be reinstated.
 - 4) Leveraging Workplace Flexibility
Workplace flexibility is a mutually beneficial arrangement between employees and WorkForce Central. Employees are encouraged to work with their immediate supervisor to determine a work schedule that benefits productivity and the employee's work-life balance.
- b) Wages and Timekeeping
- 1) Compensation
Compensation of employees may not be increased as a result of working flexible work schedules.
 - 2) Vacation Leave and Sick Leave
Vacation leave and sick leave will continue to accrue at the regular rate. When an employee requests a day of leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours.
 - 3) Paid Holiday on Workday
When a paid holiday falls on an employee's regularly scheduled workday, the employee will be paid eight (8) hours of holiday pay.
 - 4) Paid Holiday on Flex Day Off
A paid holiday represents eight (8) hours of work time. If a paid holiday falls on a flexible day off for an employee, the employee should work with their immediate supervisor to factor paid holidays into their assigned working hours for that week.
 - 5) Exempt Employees
For FLSA-exempt employees in positions eligible for a flexible work schedule, the focus continues to be on getting the job done, regardless of the number of hours worked. The Chief Executive Officer will endeavor to honor exempt employee's flexible work schedules; however, there is no guarantee that exempt employees will not have to work on the flex day off or beyond their scheduled start and stop times.
 - 6) Miscellaneous
 - i Meal Periods and Breaks
The policies, procedures, and rules pertaining to meal periods and breaks remain the same under a flexible work schedule. (Section 4.2)
 - ii Personal Appointments
Employees are encouraged to schedule personal appointments (doctor, dentist, etc.) on their flex day off, whenever possible.
 - iii Alterations
Employees may be asked to alter their flexible work schedule to substitute for employees who are absent from work, as coverage

needs dictate. When an employee is needed to alter their flexible work schedule, supervisors and fellow employees will provide as much advance notice as possible.

4.2 REST PERIODS AND MEAL PERIODS

Rest periods and meal periods shall adhere to federal and state regulations.

4.3 ATTENDANCE

Employees are generally expected to be working and available during their scheduled work hours. Employees who are unable to meet this expectation shall directly notify their immediate supervisor as soon as possible in advance of their scheduled work hours.

An employee absent without authorization or protected leave shall be subject to disciplinary action, including suspension or discharge.

4.4 PROFESSIONAL APPEARANCE

WorkForce Central honors individual identity and trusts all staff to show up in attire and presentation that meets the professional standards of their given workday. The expectation is that staff will know what is appropriate to wear for particular occasions.

ARTICLE V – PERFORMANCE STANDARDS/REVIEWS

5.1 PERFORMANCE STANDARDS POLICY

It is the policy of WorkForce Central to keep employees informed of their overall job performance, to provide the means and opportunity for employees to improve their performance in order to increase effectiveness, and to strengthen supervisory and employee relations. One means of accomplishing these objectives is by fairly and periodically reviewing employee performance.

5.2 NEW EMPLOYEE/SUPERVISOR CHECK IN MEETINGS

In lieu of a formal probationary period, during the first ninety (90) days of employment, employee shall schedule regular check in meetings with their supervisor. The check in meeting will assist in keeping the lines of communication open between supervisor and employee in order to effectively engage, discuss challenges, set goals, and give/receive feedback. As with any time during employment, at any time during employee's first ninety (90) days, an employee's supervisor may determine an individual is not the right person for the position they were hired for and, after consultation with WorkForce Central's Chief Executive Officer, may choose to terminate employment.

5.3 PROFESSIONAL DEVELOPMENT REVIEWS

Professional development reviews will be conducted annually and in partnership between an employee and their direct supervisor. The purpose of a review is to develop goals, communicate expected standards of performance, areas where improvement may be needed, career development potential, and possible opportunities. Reviews will be conducted in a private meeting between employees and their immediate supervisors. Employees will complete a self-reflection of their goals and performance to be included in their evaluation process and will receive a copy of all goal setting and evaluation materials.

ARTICLE VI – AGENCY PROVIDED BENEFITS

6.1 HEALTH/DENTAL/VISION PLANS

Except for temporary and internship appointments, all regular full-time and part-time employees working thirty (30) hours or more are eligible to participate in the health, dental and vision plans offered through providers approved by the Chief Executive Officer. For coverage eligibility and details, contact Human Resources designee.

6.2 RETIREMENT PLANS

401K Plan: Employees eligible under the established rules will have the option to enroll in a 401K retirement plan that is administered by ICMA Retirement Corporation. If the employee elects to be enrolled, WorkForce Central will match 50% of the employee's contribution up to 2.5% of their base pay.

401A Plan: Employees eligible under the established rules will be enrolled in a 401A Plan administered by ICMA Retirement Corporation. The employer contributes a percentage of the employee's earnings as approved by the Executive Board and the employee is not required to contribute toward the plan.

6.3 WORKERS COMPENSATION

If you are injured on the job or diagnosed with an occupational disease, receive prompt medical attention as needed, and notify your supervisor right away. Worker's compensation is administered through the State Department of Labor and Industries (L&I). For further information, contact your supervisor or, L&I can be contacted at the Office of Information and Assistance (OIA): 1-800-LISTENS **or** 1-800-547-8367. For WorkForce Central employees working out of state, please contact the HR Department for further information.

6.4 UNEMPLOYMENT INSURANCE

Unemployment insurance is provided to WorkForce Central employees working in Washington State by the Washington State Employment Security Department (ESD) in accordance with State law. Information is available from ESD at 1-800-318-6022 or online at: <https://esd.wa.gov/unemployment/eligibility-and-general-questions>. For WorkForce

Central employees working out of state, please contact the HR Department for further information.

6.5 HOLIDAY LEAVE

a) Holidays

WorkForce Central shall observe the following holidays:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day
- January 1st
- Third Monday of January
- Third Monday of February
- Last Monday of May
- June 19th
- July 4th
- First Monday of September
- November 11th
- Fourth Thursday in November
- Fourth Friday in November
- December 24th
- December 25th

WorkForce Central employees shall receive pay for the above holidays provided they are in a paid status on either the regular scheduled workday immediately preceding OR immediately following the holiday.

- 1) Employees, except for interns, shall receive sixteen (16) hours floating holidays per calendar year, in addition to legal holidays and for which time off shall be mandatory. The hours are to be mutually agreed to by both employee and supervisor.
- 2) Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed the preceding Friday.
- 3) A new employee, whose first working day is the day after a paid holiday, shall not be paid for that holiday.
- 4) An employee who is terminating employment for reasons other than paid retirement, and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
- 5) A regular part-time employee shall receive the full eight (8) hours of all paid holidays which fall on their regularly scheduled working days. If the paid holiday is not on the part-time employee's regularly scheduled workday, employee may work with their immediate supervisor to factor eight (8) hours paid holidays into their working hours for that week. To ensure an adjustment to the timesheet system can be made, supervisor approval of a change in the employee's working days must be sent to the Accounting Technician (Payroll Department).

- b) In addition to the above, employees shall be granted such additional holidays as may be determined by the Chief Executive Officer, from time to time, by official proclamation.

6.6 PAID VACATION LEAVE

WorkForce Central values the importance of time and the balancing of a fulfilling work and personal life. Therefore, employees are encouraged to take full advantage of the leave afforded them.

Except for employees who have a separate formal agreement with WorkForce Central's Executive Board, all full, temporary and part-time employees are eligible for vacation leave benefits as follows:

- a) Effective January 1, 2022, all regular, full time employees shall accrue vacation leave at a rate of 7.69 hours per a bi-weekly (80 hour) pay period, equivalent of twenty-five (25) 8-hour days per year. All qualifying employees working fewer than forty (40) hours per week will earn vacation leave on a prorated basis. Any current employee who has earned and qualified for vacation leave that exceeds twenty-five (25) days per year, shall maintain that number of vacation days, no more no less, prorated on a bi-weekly (80 hour) pay period.
- b) Eligible employees begin accruing vacation leave immediately upon hire and may use the leave as it is earned. Vacation leave shall be taken in no less than one-half hour (.50) increments.
- c) Effective immediately, the maximum vacation leave year-to-year carry over is three hundred twenty (320) hours.
- d) Vacation should be scheduled in advance and with prior approval from the employee's supervisor. So as to maintain adequate staffing at all times, employees are asked to submit within the first months of the year any vacations planned for that year. WorkForce Central will attempt to grant employees vacation leave at the time they desire to take it. When conflicts occur, they will be resolved fairly as deemed appropriate by management and affected employee.
- e) Upon separation of employment, employees will be eligible for compensation, at their current rate of pay, up to a maximum of 320 hours of unused vacation leave. The rate of pay at the time of separation shall be the rate used for calculating said cash out.
- f) During year 2021, employees shall continue to earn vacation leave according to the current established years of service/hours per pay period chart.

6.7 PAID SICK LEAVE

WorkForce Central recognizes that employees will need *days* off from work from time to time to address their medical needs or medical needs of family members.

- a) Effective January 1, 2022, regular full-time employees shall earn sick leave at a rate of two (2) hours for every forty (40) hours worked, equivalent of thirteen (13) days per year. Employees working less than forty (40) hours per week will earn a prorated portion of their scheduled hours.
- b) During any portion of a pay period, paid interns will have their sick leave accrual prorated based upon one (1) hour for every 40 hours worked pursuant to Washington State Paid Sick Leave Law effective January 1, 2018.
- c) Employees begin accruing sick leave immediately upon hire and may use the leave as it is accrued. Sick leave shall be taken in no less than one-half hour (.50) increments.
- d) Effective immediately, the maximum paid sick leave accrual that may be carried over year-to-year is one hundred ninety-two (192) hours. All other unused sick leave shall be forfeited.
- e) Per the Washington Paid Family and Paid Sick Leave Law, employees may use Paid Sick Leave:
 - 1) To care for themselves or a family member (defined below) for mental or physical illnesses, injuries, or health conditions; for medical diagnosis, care, or treatment of the same; or for preventive medical care.
 - 2) When the employees' workplace or their child's school or place of care has been closed by a public official for any health-related reason.
 - 3) For absences that qualify for leave under the state's Domestic Violence Leave Act.
 - 4) Family member bereavement leave in excess of the forty (40) hours of bereavement allotted. Family member is defined below.
 - 5) For the use of paid sick leave under this section, a family member is defined as: a spouse; registered domestic partner; a parent (including biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child); a sibling; a child (including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent); a grandparent; or a grandchild of the employee.
 - 6) Illness or disability due to pregnancy or conditions related thereto.
- f) Whenever reasonable the employee will give prior notice of sick leave request.

- g) Scheduling sick leave is the responsibility of the employee and immediate supervisor, as appropriate. Employees who are absent due to illness or accident, in excess of three (3) consecutive working days may be required to have a medical release confirming that the reason for the absence was for an authorized purpose as defined in this policy, prior to the employee returning to work. Days when the employee is not regularly scheduled to work are not considered consecutive days, e.g., weekends. Whenever possible, the employee shall be notified in advance if such a medical release is required. If providing a doctor's note creates a hardship to the employee, the employee can provide a written explanation for approval.
- h) Upon separation of employment, any unused sick leave hours earned **after** the adoption of these Personnel Policies and Procedures will not be paid out at termination. Upon separation of employment, any unused sick leave hours earned **prior** to the adoption of these Personnel Policies and Procedures shall be paid out at termination at current rate of pay. The rate of pay at the time of separation shall be the rate used for calculating said cash out. As sick leave is taken, hours earned prior to the adoption of these Personnel Policies and Procedures will be used first.
- i) During year 2021, employees will continue to earn paid sick leave based upon one (1) hour for every forty (40) hours worked pursuant to Washington Paid Sick Leave Law effective January 1, 2018.

6.8 OTHER LEAVE OF ABSENCE WITH PAY

- a) Paid Family and Medical Leave Benefits will be administered by the State of Washington Employment Security Department pursuant to state law. Deductions from employee pay began January 1, 2019 with benefits available beginning January 1, 2020. Benefits will be available for most employees who work at least 820 hours in a qualifying period and allows employees to receive up to 12 weeks of paid leave for:
 - 1) Bonding after the birth or placement of a child.
 - 2) An employee's serious health condition.
 - 3) A serious health condition of a qualifying family member.
 - 4) Certain military events.

For more information to determine eligibility and how to apply, visit www.paidleave.wa.gov

- b) Service on a Jury
Jury service shall be with pay for up to four weeks, provided that the salary paid to the employee for the period of absence shall be reduced by the amount of monies they received for jury service, excluding mileage and/or meal reimbursement.

- c) **Military Leave of Absence**
 - 1) **General Policy**

Any employee who is a member of the Washington National Guard or any branch of the Armed Forces of the United States or any organized reserve component of the Armed Forces or Coast Guard, shall be entitled to and shall be granted Military Leave of Absence from such employment for a period not to exceed twenty-one (21) workdays during each calendar year. Such leave shall be granted in order that the person may take part in active-duty training in such a manner and at such time as they may be ordered to active-duty training. Such military leave of absence shall be in addition to any vacation leave to which the employee might otherwise be entitled, and shall not involve any lessening of performance rating, benefits, or pay. During the period of military leave, the employee shall receive from WorkForce Central, their normal rate of pay.
 - 2) **Extension of Military Leave**

Where the number of days of active-duty training exceeds twenty-one (21) workdays, the period granted as leave with pay will in each case be the first twenty-one (21) workdays of such active-duty training period. The additional time needed for completion of active-duty training and for travel time must be accounted for as vacation leave, compensatory time off, or leave without pay.
 - 3) **Request for Military Leave**

Upon receipt of written orders for active-duty training, the employee must immediately submit a copy of such orders with a written request for leave of absence and a copy of their training orders. The employee, upon return to WorkForce Central employment, must submit to their supervisor a certified copy of the training orders showing the date they reported for duty and the date of release from active-duty training.

- d) **Bereavement Leave**

Employees are allowed up to forty (40) hours off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepbrother, stepsister, grandparent, grandchild or spouse's grandparent. Bereavement leave granted must be used within sixty (60) days after employee receives notice of the qualifying event.

Upon approval of the Chief Executive Officer, an employee may request a bereavement leave exception for a family member or non-traditional family member not listed above.

6.9 LEAVE OF ABSENCE WITHOUT PAY (LWOP)

- a) In addition to job-protected leave under state and federal law, in instances where the work will not be seriously impaired by the temporary absence of an employee, the Chief Executive Officer may, upon recommendation of the supervisor, grant a

leave of absence without pay. Such leave will normally not exceed ninety (90) calendar days. However, the Chief Executive Officer may, when circumstances dictate, extend a period of leave without pay for an indefinite period.

In case of an employee who is granted extended LWOP due to a disabling illness or injury, the Chief Executive Officer may, on a periodic basis, require the employee to submit a certificate from the attending physician or a designated physician. In the event of a failure or refusal to supply such certification, OR if the certificate clearly shows insufficient reasons for extending leave, the Chief Executive Officer may cancel such leave without pay and require the employee to report for duty on a specified date.

- b) In accordance with RCW 1.16.050, employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Employees may select the days on which they would like to take the unpaid holiday(s), after consultation with their supervisor. An unpaid holiday request may be denied if the employee's absence would unduly disrupt operations, impose an undue hardship on WorkForce Central, or the employee is necessary to maintain public safety. The two unpaid holidays do not carry over from one calendar year to the next.
- c) Accommodation protections for pregnant employees are also provided pursuant to the Healthy Starts Act (RCW 43.10.005). Please contact Human Resources for assistance.
- d) Temporary medical conditions may be eligible for Paid Family and Medical Leave benefits beginning in January 2020.

6.10 SHARED VACATION LEAVE

- a) An employee, except for interns, is eligible to request shared vacation leave under this policy if:
 - 1) The employee suffers from an illness, family emergency, or other unpredictable and/or uncontrollable and extraordinary circumstances and which has caused or is likely to cause the employee to:
 - i. Go on leave without pay status; or
 - ii. Terminate WorkForce Central employment
 - 2) The employee has depleted or will shortly deplete their leave reserves.
- b) Approval to take shared vacation leave is required from both the employee's supervisor and the Chief Executive Officer according to the criteria set forth in a).
- c) An employee who has an accrued vacation leave balance of more than ten (10) days may request that WorkForce Central transfer a specified amount of vacation leave to another employee authorized to receive such leave. In no event may an employee

donate vacation leave in an amount that would result in their vacation leave account going below ten (10) days.

- d) No employee shall receive a total of more than three hundred twenty (320) hours of shared vacation leave.
- e) After employee has depleted their own vacation leave, sick leave and floating holidays, donated vacation leave shall be utilized in the order of receipt by WorkForce Central (first in, first out). Such leave shall be donated in eight (8) hour increments.
- f) While an employee is on leave transferred under this section, he or she shall continue to be classified as a WorkForce Central employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation leave or sick leave. All such current accruals shall also be depleted prior to any continuing use of donated hours.
- g) The amount of any leave transferred under this section, which remains unused shall be returned at its original amount to the employee or employees who transferred the leave when WorkForce Central finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

ARTICLE VII – EMPLOYEE CONDUCT

7.1 PURPOSE

The proper operation of WorkForce Central requires that employees be reliable, impartial and responsible to the people that they serve; that decisions and policy be made in the proper channels of WorkForce Central's structure; that WorkForce Central not be used for personal gain and that the public have confidence in WorkForce Central's integrity. The purpose of this policy is to establish standards of conduct for all employees by setting forth those acts or actions that are incompatible with the best interests of the public and by directing disclosure by employees of private financial or other interests in matters affecting WorkForce Central.

WorkForce Central is a high performing organization that embraces Continuous Quality Improvement. As such, WorkForce Central has adopted expectations of all its employees, which can be found in Attachment B.

7.2 EMPLOYEE CONDUCT GENERALLY

The expected standard of conduct for all WorkForce Central employees, shall be the highest standards in both their official conduct and their private conduct, insofar as it affects job performance. The tenure of every employee shall be conditioned on proper conduct on the job and satisfactory performance of duties.

7.3 IMPROPER EMPLOYEE CONDUCT

The term "improper conduct" shall mean any improper action by an employee in their official capacity, which tends to affect the employee's ability to perform assigned duties or any improper use of their position as an employee for personal gain. Improper conduct while an employee includes, but is not limited to, the following:

- a) **Disregard of Equity Inclusion**
Exhibiting a blatant disregard to WorkForce Central's commitment to advance an equitable, diverse, and inclusive culture.
- b) **Intoxication**
Being under the influence of intoxicants while on duty.
- c) **Insubordination**
Unwillingness to follow a lawful directive of a supervisor or other administrative authority.
- d) **Abusive Conduct**
Offensive or abusive conduct or language toward the public or toward fellow employees or officers.
- e) **Use of Public Property**
Using, permitting the use of or unauthorized use of WorkForce Central owned or leased equipment, materials or property for personal convenience or profit except when such services are available to the public generally or employees in the conduct of official business, or willful damage to or negligence in the care and handling of WorkForce Central property.
- f) **Abuse of Leave or Benefits**
Use of leave or benefits under false pretenses, or misuse of leave.
- g) **Conviction of Any Criminal Act**
Conviction of any criminal act, which in WorkForce Central's judgment would render the person unfit to perform in the particular position.
- h) **Unauthorized Absence Not Protected Under State or Federal Law**
Absence from duty without leave, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked by proper administrative authority.
- i) **Violation of Policy**
Willful or continued violation of any of these policies, procedures or rules, which may be prescribed and published by the Chief Executive Officer.

- j) **Acceptance of Gifts and Favors**
Acceptance of any remuneration in addition to regular compensation of an employee, whether in the form of service, loan, material item or promise, from any person who to their knowledge is interested directly or indirectly in any manner whatsoever in business dealings with WorkForce Central; or granting in the discharge of their duties any improper favor, service or thing of value.
- k) **Solicitation of Public for Money, Goods or Services**
Solicitation, in an official capacity as an employee of WorkForce Central, of the public for money, goods, or services not specifically authorized by the Chief Executive Officer.

7.4 CONFLICT OF INTEREST

No employee whether paid or unpaid shall engage in any business or transaction or shall have a financial or personal interest, direct or indirect, which is incompatible with the proper discharge of the official duties or which would tend to impair their independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business or political association.

Specific conflicts of interest are enumerated below for the guidance of employees:

- a) **Interest in Appointments**
Canvassing by employees of members of WorkForce Central, directly or indirectly, in order to obtain preferential consideration in connection with any appointment except with reference to positions filled by appointment by the Chief Executive Officer.
- b) **Preferential Treatment to Individuals Generally**
Granting any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.
- c) **Incompatible Employment**
Engaging in or accepting private employment or rendering services for private interests when such employment or service is incompatible with the proper discharge of one's duties or would tend to impair one's independence of judgment or action in the performance of official duties.
- d) **Disclosure of Confidential Information**
Disclosure of confidential information concerning property, government or affairs of WorkForce Central or a member government without proper legal authorization or, using such information to advance ones or others financial or private interest.

- e) **Representing Private Interests**
Representing private interests before the WorkForce Central Executive Board, the Workforce Development Council (WDC), its sub-recipients, and contractors or Courts. No person whose salary is paid in whole or in part by WorkForce Central shall appear on behalf of private interests before any agency-related (WorkForce Central and WDC) activities. They shall not represent private interests in any action or proceedings against the interests of WorkForce Central and the WDC in any litigation to which WorkForce Central and the WDC is a party.

An employee may appear before WorkForce Central Executive Board, the WDC and its committees on behalf of constituents in the course of their duties as a representative of WorkForce Central or in the performance of their obligations. However, no person shall accept a retainer or compensation that is contingent upon a specific action by a WorkForce Central agency.

- f) **Interest in Contracts with WorkForce Central**
No employee of WorkForce Central shall have any interest in any contract made by them in their official capacity or by any committee, board or commission of which they are a member, agent or employee. In addition, members of any WorkForce Central employee's immediate family may enroll in or be served by any program offered by WorkForce Central only if the employee does not provide any supervision to the family member and is not involved at all or under any circumstance in the management of the family member's case, service or record. Employees shall disclose to their supervisor any familial relationships to applicants or participants and supervisors shall take appropriate action to ensure that the employee has no influence over the provision of any services. For the purpose of this section, the term "member of the immediate family" includes spouse, state-registered domestic partner, child, parent, sibling, sibling-in-law, child-in-law, and parent-in-law.

An employee who has financial or other private interest and who participates in discussion with or gives an official opinion to WorkForce Central Executive Board and/or the WDC shall disclose on the records of WorkForce Central and/or the WDC, or other appropriate authority, the nature and extent of such interest.

7.5 RESTRICTION ON POLITICAL ACTIVITIES

- a) **Election to Public Office**
No permanent service employee of WorkForce Central shall simultaneously hold an elective public office or position in a WorkForce Central member government.
- b) **Political Activities During Working Hours**
No employee of WorkForce Central shall solicit any money, influence, service or other thing of value or otherwise aid or promote any political committee or the nomination or election of any person to public office while on the job during working hours; however, nothing in this subsection is intended to restrict the right of the employee to express their personal political views.

- c) **Use of Position for Political Influence**
No employee shall promise an appointment to any WorkForce Central position, favorable treatment or the influence of their office or other favor or reward in return for partisan political activity on their behalf, or on behalf of any candidate of cause.

ARTICLE VIII – ANTIHARASSMENT/ANTIDISCRIMINATION POLICY

WorkForce Central is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment.

8.1 DEFINITION

It is unlawful for certain employment decisions to be made based upon an individuals' status in a protected class, as defined by federal, state, and local laws. These include, but are not limited to, discrimination based on an employee's race, creed, color, religion, national origin, age, sex (including pregnancy, gender identity, and sexual orientation), marital status, honorably discharged veteran or military status, or the presence of any physical, sensory or mental disability, or any other status or condition protected by applicable federal, state or local laws is prohibited.

8.2 PROHIBITED CONDUCT

Prohibited conduct shall be any unlawful discrimination, including but not limited to actions that may create a hostile work environment, derogatory comments, slurs, jokes, innuendos, cartoons, pranks, physical harassment, etc., related to an employee's protected class status. Harassment is also a form of discrimination that can include but is not limited to conduct demonstrating bias toward a protected class that is so pervasive as to alter conditions of employment. An example is a sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature.

Another example of harassment may include retaliation based upon an employee's participation in activities identified with or promoting the interests of a protected group. Employees have the right to be free from such harassment on the job, either from co-workers, supervisors, or managers.

8.3 NOTIFICATION OF DISCRIMINATION

Any employee who believes he or she is being discriminated against by co-workers, outside vendors, contractors or customers should notify their supervisor. Where the employee believes that he or she is being harassed by their supervisor or has complained to their supervisor of harassing conduct but is dissatisfied with the action, the employee should contact the Chief Executive Officer. No employee will be subject to retaliation for bringing a complaint of discrimination to management.

8.4 VIOLATION OF POLICY

It is the responsibility of each employee, regardless of job position, to maintain a work force free from all forms of discriminatory conduct. Any employee found in violation of this policy shall be subject to appropriate discipline, including possible discharge. Further, any supervisor or manager who witnesses an act of harassment and fails to take appropriate action or who receives a complaint of harassment and fails to take appropriate action is also subject to disciplinary action.

ARTICLE IX - GRIEVANCE AND APPEALS

9.1 GRIEVANCE POLICY

It is the policy of WorkForce Central to provide for an orderly process whereby employees may have their complaints considered as fairly and as rapidly as possible without fear of reprisal. WorkForce Central has established a grievance procedure for the purpose of securing solutions to the complaints alleged by employees, which may from time to time arise. This procedure will be kept informal, consistent with the ultimate goal of resolving the grievance.

9.2 DEFINITIONS

a) **Grievance**

As used in this policy, the term "grievance" means an alleged violation of a specific provision or provisions of personnel policies by an employee, or group of employees, whose rights or benefits provided for in the personnel policies have been violated or that the personnel policies have been misapplied or misinterpreted. A grievance shall not include, and this grievance procedure shall not apply to, any of the following:

- 1) Any matter on which WorkForce Central is without authority to act.
- 2) Any proceeding for dismissal, suspension, reduction in rank or of a permanent service employee.
- 3) The evaluation of an employee's performance.
- 4) Any matter related to the recruitment, selection, examination or promotion of applicants for permanent service positions.

b) **Aggrieved Party**

The "aggrieved party" shall be defined as the person or persons who were directly affected by the alleged violation, misinterpretation or misapplication of the Personnel Policies and Procedures and who suffered personal loss or injury as a result.

c) **Days**

Days shall mean workdays for the purpose of this policy.

- d) **Representative**
A "representative" shall mean an individual identified by the employee to assist him/her through the grievance process. Representatives shall not include an employee's attorney, spouse, or relative, unless mutually agreed to by the Employee and WorkForce Central.
- e) **Immediate Supervisor**
The "immediate supervisor" is the person who has direct administrative or supervisory responsibility over the aggrieved.

9.3 GENERAL INFORMATION

- a) **Time Limits**
A grievance should be processed as rapidly as possible to avoid unnecessary strain on the employee and interruption in the workflow of WorkForce Central. The number of days indicated for settlement or appeal at each step of the procedures should be considered a maximum. The time limits can be extended by mutual consent of the parties involved at any step of the procedures.
- b) **Employee Protection**
There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use the procedures for resolution of grievances.
- c) **Failure to Respond**
Failure at any step of this procedure by the aggrieved to carry a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at that step. Failure at any step of the procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
- d) **Files**
All documents, communications, and records of a grievance will be filed separately from the personnel files. References to the records, such as a summary, may be placed in the appropriate personnel file(s).
- e) **Initiation of Grievance**
Every attempt must be made to ensure each grievance is initiated within thirty (30) days of the occurrence, or within thirty (30) days after an employee knew or should have known, of the cause of the complaint.
- f) **Right of Representation**
An employee presenting a grievance has the right to be accompanied, represented, and advised by a representative of their choice after the first step (informal process) has been completed.

- g) **Written Notification of Representation**
The representative chosen must be designated by the employee in writing and this designation must accompany the written grievance when filed. An employee may change their designated representative but must promptly provide written notification of such change to the official(s) reviewing the grievance.

9.4 GRIEVANCE PROCEDURES

If the employee feels comfortable in doing so, they should attempt to address the issue directly with the person(s) involved in the grievance. The employee may find the other person was not aware of their grievance and the matter can be resolved directly. If the employee is not comfortable addressing the grievance directly or is not satisfied with the outcome of the direct communication, the following steps shall be followed.

STEP 1

Since the purpose of this grievance procedure is to settle equitably, and informally if possible, disputes constituting a grievance, at the lowest possible administrative level, a thorough discussion of the claim shall be conducted by the aggrieved and their immediate supervisor to seek grounds for the resolution of the problem. If the supervisor is the person with which the employee has a grievance, the employee should feel empowered to bring their grievance to the appropriate Human Resources representative. Given a circumstance where the employee's grievance is directed at Human Resources personnel or their supervisor, the aggrieved party should be empowered to bring their grievance to the Chief Executive Officer. In instances where the employee's grievance is against the Chief Executive Officer and aggrieved does not feel comfortable addressing the issue through the internal process under this Step 1, the aggrieved may contact the appropriate designated Executive Board member to assist in resolution of the grievance.

STEP 2

In the event the problem has not been resolved within ten (10) days at Step 1, the aggrieved shall prepare a written statement of the facts constituting the complaint and setting forth:

- a) The section of the policy allegedly violated;
- b) The nature and extent of the injury or loss they suffered;
- c) The results of previous discussion of the grievance;
- d) Their dissatisfaction with the decision rendered at the informal conference at the lowest possible administrative level; and
- e) The remedy sought.

This information shall be sent to the next highest administrative level who shall, within ten (10) days of receipt of the complaint, meet with the grievant, and if necessary, the supervisor, to attempt to resolve the matter. Within ten (10) days of the formal conference,

the highest-level administrator involved shall prepare a written statement of the reasons for their decision.

STEP 3

Within ten (10) days of receipt of the decision or within ten (10) days after the formal conference held at Step 2, the aggrieved may file their grievance in writing to the Chief Executive Officer, setting forth the grounds upon which the grievance is based and reasons why the aggrieved considered the decision rendered at Step 2 to be unacceptable. Copies of the decision and statement of reasons from Step 2 above shall be filed with the appeal.

a) Review Procedures

Grievances will normally fall into one of two categories:

1) A matter of interpretation of personnel policy:

If the grievance is based on a question regarding an interpretation of a policy (personnel policy, administrative memorandums, program bulletins, or other written documents that establish WorkForce Central policy), an appropriate party as determined by the Chief Executive Officer shall write a response clarifying the meaning and intent of the policy in question and provide this response to both the aggrieved and Chief Executive Officer before a final decision is reached.

OR

2) A matter of personal supervisory judgment:

If the grievance is based on a matter of judgment, the Chief Executive Officer shall meet with the aggrieved prior to reaching a final decision.

STEP 4

Within ten (10) days after receiving the appeal, the Chief Executive Officer shall meet with the aggrieved for a discussion of the claim. The Chief Executive may ask the immediate supervisor and/or the next highest-level administrator to participate in this meeting. The aggrieved may request that their representative accompany them to this meeting. The purpose of the meeting shall be to resolve the complaint. The Chief Executive Officer shall try to render a decision regarding the complaint at this meeting. If they are unable to render a decision during the meeting, within five (5) days following the meeting a written decision shall be provided to the aggrieved. The decision of the Chief Executive Officer shall be final. Should the aggrieved disagree or feel the decision of the Chief Executive Officer is inadequate in solving the issue at hand, the aggrieved may bring their complaint in writing to the designated Executive Board member who shall assist with facilitating a meeting with a mutually agreed upon dispute resolution expert for further pursuance of the personnel issue.

ARTICLE X – OTHER POLICIES

10.1 TRAVEL POLICY

Itemized receipts are required for all expenses not covered by per diem.

- a) Allowable expenses:
 - 1) Reasonable transportation costs to and from the airport.
 - 2) Parking at the airport while out of state on business.
 - 3) Baggage check in costs.
 - 4) Transportation costs to meetings and meal sites away from main meeting facility.
 - 5) Meals if not included as part of the conference/workshop/training should comply with the federal GSA per diem schedule at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

10.2 EXPENSE REIMBURSEMENT POLICY

Employees of WorkForce Central shall be reimbursed each pay period for all mileage, travel related and out-of-pocket expenses incurred during each pay period. All expenses should be included on the payroll tracking system and/or a [Staff Reimbursement Form](#).

Employees must document mileage in the payroll tracking system and complete the Staff Reimbursement Form for items not tracked in the payroll system. Employee expenses will be reimbursed as follows:

- a) Mileage is reimbursed at the standard IRS rate for the time period.
- b) Other Travel related expenses will be reimbursed under the Travel Policy guidelines.
- c) All out-of-pocket expenses (examples: supplies for meetings, textbooks, emergency office supplies, etc.) will require a document showing business purpose and a receipt for the purchase.

All requests for reimbursement received after sixty (60) days from the end of the month for which expenses are claimed will require a letter explaining the delay.

10.3 WEAPONS POLICY

Purpose: To assist employees in reducing the risk from workplace violence and to promote the highest standard of health and safety for WorkForce Central employees and visitors during the conduct of business at offices and facilities.

- a) WorkForce Central prohibits physical (on their person) possession and use of firearms and other dangerous weapons by its officers, employees, interns, and volunteers while conducting WorkForce Central business.
- b) Firearms or other dangerous weapons carried in a personal vehicle while on WorkForce Central property or conducting WorkForce Central business must be concealed from sight, unloaded or disengaged, and must be stored in a locked or secured compartment. Employees who carry firearms and dangerous weapons in

their personal vehicles are expected to comply with all applicable federal, state, and local laws regarding dangerous weapons.

- 1) Dangerous Weapons
Any device or implement designed, intended or used as an instrument for inflicting bodily injury.
- 2) Firearms
Weapons capable of discharging a projectile by means of compressed air or chemical combustion.

Employees who carry mace or pepper spray for their personal protection may carry these devices onto WorkForce Central facilities. However, in WorkForce Central facilities, these devices need to be concealed from sight and stored in a secured compartment, e.g., desk, cabinet.

Violation of this policy may subject the employee to disciplinary action by WorkForce Central.

10.4 DRUG-FREE WORKPLACE POLICY

- a) This statement is to notify all employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance including marijuana is prohibited in the workplace and specific actions will be taken against employees for violation of this prohibition.
- b) As a condition of employment under the federal workforce legislation employees will
 - 1) Abide by the terms of this policy.
 - 2) Notify the Chief Executive Officer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 3) Notify the Chief Executive Officer within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- c) One of the following actions, within thirty (30) days of receiving notice, will be taken against any employee who is so convicted.
 - 1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. If disallowed by other benefits, WorkForce Central will not provide or pay for rehabilitation programs.

10.5 POLICY STATEMENT – DRUG-FREE WORKPLACE ACT OF 1988

WorkForce Central certifies that it will provide a drug-free workplace by notifying employees via this section of the Personnel Policies and Procedures that:

- a) The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance including marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b) As a condition of employment , the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- c) Taking one of the following actions, within thirty (30) calendar days of receiving notice, with respect to any employee who is so convicted -
 - 1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. (WorkForce Central will not provide or pay for rehabilitation programs.)
- d) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section of the Personnel Policies and Procedures.

10.6 INCLEMENT WEATHER POLICY

In general, each individual is responsible to notify their immediate supervisor if they will not be able to start work on time due to inclement weather. Vacation leave may be used for any unworked hours and/or time used may be flexed within the pay period. This does not apply when the Chief Executive Officer or designee authorizes a late start due inclement weather. In that case, the delay will not cause an interruption in pay, and those hours will be considered floating holiday.

If an employee fails to begin work due to weather related conditions and WorkForce Central is open, the employee has the option to use vacation leave, flex their hours or work from home, if possible.

On certain rare occasions WorkForce Central will close for the day; however, a work closure is at the sole discretion of the Chief Executive Officer or designee. This is not an individual employee decision. In the Chief Executive Officer's absence and with no designee appointed, WorkForce Central will close when all Pierce County Offices are closed to the public (Open for emergency services only).

10.7 WHISTLEBLOWER PROTECTION

No employee of WorkForce Central may be discharged, demoted, or otherwise discriminated against for disclosing information they reasonably believe is evidence of mismanagement or waste; a substantial and specific danger to public safety related to the implementation; or an abuse of authority; or a violation of law, rule, or regulation related to an agency contract or grant, awarded or issued relating to any public funds.

a) Reporting Potential Violations

Violations must be reported immediately to your immediate supervisor.

If you do not feel comfortable reporting as listed above or if you did report and are not satisfied with the response, then you should direct your report or dissatisfaction to the Chief Executive Officer.

b) Retaliation Prohibited

Retaliation can include, but is not limited to harassment, discrimination, or any other unfair treatment or abuse of power.

If you believe you are being subjected to retaliation for reporting a violation of this policy or, participating in an investigation of a violation of this policy, you should report the retaliation immediately in the manner provided above. Please note that you do not have to confront the person who is the source of the retaliation before reporting it, but to help prevent retaliation from continuing, you must report it.

Any employee who retaliates against another employee for making a good faith complaint of a violation of this policy, or for assisting in an investigation of a complaint of a violation of this policy, is subject to discipline or termination.

c) Workplace Investigations

A report of retaliation for reporting a violation of this policy or a report of a violation of this policy that is made to those listed above will result in an appropriate investigation of the allegations. WorkForce Central may use third parties to investigate allegations. All employees have a responsibility to cooperate fully with any investigation. The interviews, allegations, statements, and identities will be kept confidential, on a need-to-know basis, consistent with the law and the investigation process and goals. Unreasonable refusal to participate in an investigation may lead to discipline, including termination.

Those found to have retaliated against another in violation of this policy or who have violated this policy are subject to discipline including, but not limited to, termination, consistent with the law, the results of the investigation, the severity of the conduct, and the policy violator's employment history, including any similar reports of policy violations and/or retaliation.

- d) **Knowingly False Reports Prohibited**
Any employee or workplace participant who makes a knowingly false report of a violation of this policy or retaliation will be subject to discipline, including termination.

ARTICLE XI – AMENDMENTS AND ADOPTION OF PERSONNEL POLICIES AND PROCEDURES

Personnel Policies and Procedures & Compensation Plan amendments may be initiated by the Executive Board or the Chief Executive Officer. All amendments shall be submitted to the Executive Board for approval and adoption. When approved by the Executive Board, amendments shall become effective on the date of approval unless otherwise designated by the Executive Board.

The Chief Executive Officer, or designee, shall develop appropriate procedures to implement the Personnel Policies and Procedures & Compensation Plan adopted by the Executive Board. Such procedures shall become effective on the date stated in a written memorandum from the Chief Executive Officer to all employees.

ATTACHMENT A

TACOMA-PIERCE COUNTY EMPLOYMENT & TRAINING CONSORTIUM D/B/A WORKFORCE CENTRAL					
COMPENSATION TABLE					
Approved by Executive Board August 18, 2021					
JOB CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Chief Officer	\$46.47	\$48.58	\$50.69	\$52.81	\$55.98
Senior Director	\$44.36	\$46.47	\$48.58	\$50.69	\$52.81
Director	\$42.24	\$44.36	\$46.47	\$48.58	\$50.69
Manager	\$36.97	\$39.08	\$41.19	\$43.30	\$45.41
Senior Accountant	\$33.80	\$35.91	\$38.02	\$40.13	\$42.24
Program Assistant / Program Coordinator / Executive Assistant / Specialist	\$26.40	\$28.51	\$30.62	\$32.74	\$34.86
Accounting Technician	\$26.15	\$28.24	\$30.33	\$32.42	\$34.51
Intern	\$15.00	\$17.00	\$19.00	\$21.00	\$23.00

*Chief Executive Officer compensation is determined and approved by the Executive Board

ATTACHMENT B

These expectations may be reviewed periodically and updated accordingly

High Performance Expectations of All WorkForce Central Employees – adopted 2018

1. Quality Service/Exceed Customer Expectations
 - Be fast and accurate (responsive)
 - Be unfailingly civil and respectful
 - Following up should be second nature and systematic
 - Own up to mistakes with humility
 - Make relationship more valuable than anything else (i.e., financial reason, performance reasons)
 - Effective listening
2. Manage Time to Meet Deadlines and Work Activities
 - Systematic method to track work
 - Communicate/negotiate new timeline if needed prior to deadline
 - When relying on others, don't wait until last minute
3. Take Initiative
 - Do things before being asked
 - Recognize and act upon opportunity
 - Create opportunity or minimize potential problems by anticipating and preparing for in advance
 - Willing and eager
4. Embrace/Engage in CQI
 - Leading or participating in CQI plan implementation
 - Use tools/ processes learned
 - Be data driven
 - Mindset of good is never good enough
5. Professional Demeanor
 - Neat in appearance and dress for situation
 - Be confident, polite and well spoken; not cocky
 - Keep calm, even during tense situations
 - Be reliable, respond promptly and follow through on promises in a timely manner
 - Be competent in role and field
 - Display ethical behavior – follow WFC policies and training provided
 - Respectful communication – verbal, non-verbal and written
 - Be organized – find what you need immediately to be responsive
 - Accountable for all actions at all times – own mistakes, try to fix if possible, don't place blame

6. Problem Solving Oriented – Get to Win-Win Attitude First
 - Fully understand problem before coming up with or executing solution
 - Embrace ignorance and don't be afraid to ask questions and look at problem and potential solution with fresh eyes
 - Make fact-based decision, don't make decisions on opinions, votes, authority or any other subjective system
 - Stay focused on finding best solution – there is a solution for every problem
 - Ask for help – check ego at the door

7. Team Orientation
 - Work effectively with others
 - Actively contributes to achievement of group and organization goals
 - Accept shared responsibility and ownership
 - Maintain open communication among team members
 - Utilize strengths of individuals within the group to the benefit of the team

8. Adaptability/Flexibility
 - Respond to change with willingness to learn new ways to accomplish work objectives and with a positive attitude
 - See merits of new or different approaches
 - Ask questions to understand objectives of changes
 - Seek opportunities to make changes work
 - Make suggestions for increasing the effectiveness of changes
 - Able to shift strategy in response to changes

I acknowledge that I have received a copy of the Personnel Policies and Procedures handbook, which describes important information about WorkForce Central, and understand that I should consult the Human Resource Designee if I have questions. I have entered into employment with WorkForce Central voluntarily and acknowledge that it is for no specified length of time. Accordingly, either I or WorkForce Central may terminate the relationship at will, with or without cause, at any time, for any lawful reason. I understand that neither this handbook nor any other WorkForce Central policy, practice or procedure is intended to provide any contractual obligations related to continued employment, compensation or employment contract.

Since the information, policies and benefits described here are subject to change, I acknowledge that revisions to the Personnel Policies and Procedures may occur.

I understand and agree that I will read and comply with the policies contained in the Personnel Policies and Procedures handbook and any revisions, and that these policies apply to my employment.

Employee Name (Printed)

Employee Signature

Date