

# **WOMEN'S FOUNDATION CALIFORNIA**

**Women's Foundation of California**

**&**



**Communications Workers of America, AFL-CIO**

**Collective Bargaining Agreement**

**Negotiated in Good Faith by the**

**Parties July 1, 2025 to June 30, 2028**

## **Article 1 – Recognition**

The Women’s Foundation of California (WFC) recognizes Communication Workers of America (CWA) as the Exclusive Bargaining Agent for all non-management/supervisor employees. The bargaining unit includes the following job classifications:

- Executive Associate
- Program Assistant
- Program Manager WPI
- Director of Storytelling
- Director of Institutional Partnership
- Database Manager
- Communications Manager
- Director of Community Investment
- Inclusive of all unidentified, non-confidential, non-management/supervisor hires

WFC agrees that contractors and WFC management shall not be used to avoid the creation or filling of traditional bargaining unit positions.

WFC agrees to notify CWA of the creation of any non-management/supervisor job titles and, upon request, to discuss the inclusion or exclusion of these new positions in the bargaining unit. WFC agrees to notify CWA in writing of any changes in the content of existing positions, or of any change in the job status of an employee, that may reasonably be deemed to affect their inclusion in or exclusion from the bargaining unit within ten working days of any such change.

## **Article 2 - Non - discrimination**

Women’s Foundation of California and the Union agree that they will not discriminate against any employee by reason of race, color, creed, gender (including gender identity and expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, pregnancy, childbirth or related conditions, citizenship, military service and veteran status, arrest or conviction record, union and political affiliation and activity that does not otherwise conflict with the lawful mission and purpose of the Women’s Foundation of California, and/ or any other characteristic protected by state or federal law or local ordinance.

## **Article 3– Union Security**

Each bargaining unit employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30<sup>th</sup>) day after such entrance, whichever of these dates is later, until the termination of this Agreement.

The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30<sup>th</sup>) day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of WFC, and leaves of absence of more than one (1) month in duration.

WFC may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.

#### **A. Payroll Deduction of Union Dues**

WFC agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, including assessments, authorized arrearages (a.k.a. back dues and fees), and initiation fees, hereinafter referred to collectively as "dues" from the pay of an employee, upon receipt of a dues deduction authorization card or form, signed by such employee, each payroll period, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card or form in accordance with the WFC's normal payroll procedures.

If, for any reason, WFC fails or is unable to make the authorized deduction from pay in any payroll period, WFC will deduct the accumulated authorized deduction in an ensuing payroll period or periods, provided the employee's pay is sufficient to do so. In case the accumulated amount exceeds the number of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.

When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.

When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non-bargaining unit position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically

suspended. Should the temporary promotion or transfer be terminated and the employee returned to a bargaining unit position, dues deductions shall be automatically reinstated without requiring a new authorization form from the employee.

The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union notifying WFC in writing of the dues change.

Following formal notice from the Union, such change in dues rate or amount will be deducted from bargaining unit employees' future wage payments in accordance with WFC's regular payroll practice.

WFC and the Union shall meet for the purpose of determining what information can reasonably, easily, and without causing additional expense other than minimal expenditures, be provided by WFC to the Union for purposes of implementing this Article and how such information shall be transmitted.

The information listed above will be taken from WFC records and will be sent to the Union with the dues collected no later than ten (10) calendar days after the end of the preceding month during which deductions were made.

#### **Article 4 – Commitment to Union Labor**

WFC has a strong commitment to organized labor and the collective bargaining process. Hence, WFC will endeavor to give preference to unionized or worker cooperative contractors/vendors where feasible, provided such commitment is not otherwise in conflict with applicable federal labor law. CWA may request a meeting with the WFC Board of Directors at one of their regularly scheduled meetings and will provide in advance the purpose, desired outcomes and agenda for the meeting. Approval of such meeting requests will not be unreasonably withheld. Such request by the Union may not occur more than twice per calendar year.

#### **Article 5 - Management Rights**

The Employer shall remain vested with full and exclusive control and direction of the management and operation of the bargaining unit employees. The Employer shall continue to possess all of the rights, powers, privileges, and authority it had prior to execution of this Agreement and nothing in this Agreement shall be construed to limit the Employer in any way in the exercise of the regular and customary functions of management and the operation of its business, except as may be specifically relinquished or modified herein by an express provision of this Agreement. By way of illustration, and not by limitation, the Employer retains the sole right:

1. To direct the work force and to determine the policies and methods of operating its business, except as expressly limited by the specific provisions of this Agreement; To decide the number and type of, equipment, materials, products, and supplies to be used or operated;
2. To determine the extent to which the bargaining unit and its various departments shall be operated, expanded, reduced, shut down, discontinued, merged, liquidated, leased, or relocated;
3. To decide the amount of supervision and direction of the working force;
4. To be the sole and final judge of the qualifications of all applicants, with the absolute right to select and determine the employees it will hire;

5. To determine staffing levels and to expand, reduce, alter, combine, transfer, assign or cease any job;
6. To establish or revise work schedules;
7. To introduce new, different, or improved methods and procedures in its operations, and to otherwise generally manage the business; and
8. To suspend, promote, demote, transfer, or lay off employees, and to discipline and discharge employees for just cause. However, every employee shall be subject to a probationary period during the employee's first ninety (90) calendar days of employment or re-employment. The Employer may discipline or discharge any newly hired employee during the probationary period. Probationary employees shall only have access to Step 1 and Step 2 of the grievance process as outlined in Article 8 of the CBA. Probationary employee's grievances shall not proceed past Step 2 and are not eligible for Arbitration.

#### **Article 6 - Purpose**

1. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationships between the Parties and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed by the Parties. In furtherance of that objective, the Parties recognize that the Employer's main objectives are to foster its mission to "amplify, mobilize, and redistribute power and resources to community leaders advancing racial, economic, environmental, and gender justice." Accordingly, the Parties acknowledge and agree that it is vital to the Employer's success that the employees covered by this Agreement at all times deliver a premier level of service consistent with the Employer's reputation.
2. Nothing herein shall be construed as prohibiting Employer from temporarily assigning non-bargaining unit employees to perform bargaining unit work in order to meet the demands of Employer's business or from assigning bargaining unit personnel to do any task consistent with their skills and abilities. Once temporary assignments reach sixty (60) days, WFC must notify the Union and allow the Union to discuss and confer.

#### **Article 7 – Labor-Management Committee**

The Union and WFC will establish a Labor-Management Committee to discuss areas of concern for either party. It is not the intention of the parties to re-negotiate the terms of the CBA, but rather an opportunity for the parties to address unrelated concerns. The committee will meet no less than twice per year, unless mutually agreed upon otherwise. The meeting will not exceed two (2) hours. Each party may propose items for the meeting agenda and the meeting will be co-facilitated by the Union and WFC. All bargaining unit employees will have the opportunity to attend this meeting. The purpose of the meeting is to facilitate a discussion between the Parties. Following the Labor Management Committee Meeting, WFC will provide a written response to any pending agenda items within 20 business days. Any member of WFC management may

participate in the meeting.

## **Article 8 – Grievance / Problem Resolution Procedure**

WFC and the Union agree that timely interaction with one another on workplace issues can eliminate the cause for most grievances. Both parties will endeavor to jointly evaluate and plan proposed actions that affect employees, the Union, and the organization within the context of the parties' labor-management relationship and this CBA.

### **A. Request for Union Representation**

At any meeting between an WFC management representative and an employee in which a formal level of discipline may be imposed, or in an investigatory interview where the employee may have a reasonable basis to expect that disciplinary action may result, a Union representative shall be present, if the employee requests such Union representation. To the extent practicable, the employee will be informed in advance by WFC management of the subject of any meeting involving any level of discipline or any investigatory interview that may result in any formal level of discipline.

### **B. Communication and Problem Solving**

When a Union representative identifies an issue or dispute in the workplace that is related to the parties' relationship under this CBA, they will interact / communicate with the appropriate WFC manager at the earliest practicable time to help the parties resolve the problem(s) at the lowest possible level.

### **C. Union Presentation of Problems / Grievances**

This Grievance / Problem Resolution Procedure is designed to provide a timely, efficient, and effective way of resolving workplace disputes. WFC and the Union agree that it is in their mutual interest to promptly resolve grievances at the lowest possible level. An employee may initially present their grievance to a union representative. A grievance is not at step 1, until it has been presented to an authorized representative of the WFC management team. The

presentation of a formal grievance must be made in writing, and must be presented to WFC within fourteen (14) business days from the first occurrence of the action (or omission) or within fourteen (14) business days from the date of discovery. This grievance and arbitration procedure shall be the exclusive remedy for violations of any article in this CBA.

### **D. Grievance Procedure – Step One**

The grievance will be presented to the employee's immediate supervisor or, if appropriate, the manager who took the action that the employee and Union consider to be a violation of the parties' Agreement.

Prior to the Step I Grievance meeting, the Union's written presentation of the grievance to management will include the nature of the grievance; the date of the occurrence; and the specific article / section alleged to have been violated, the name of the grievant, and

the remedy sought. It shall be presented on the Union's official grievance form.

WFC will provide the Union with information and/or reasons it used or relied upon as a basis for the action (or omission) no later than ten (10) calendar days following presentation of the Step I Grievance.

WFC will hold the Step I Grievance meeting within fifteen (15) calendar days following presentation of a timely formal grievance. One (1) paid Union representative/shop steward designated by the Union may attend this meeting. WFC will inform the Union of the organization's position and rationale for its action or decision at the conclusion of the Step I Grievance meeting.

#### **E. Grievance Procedure – Step Two**

If the grievance is not resolved at Step I, it may be escalated by the Union to Step II. A Step II Grievance will be presented to the Director of People & Experience (DOPE) or other designee authorized by the CEO, i.e., when the DOPE is absent or when a grievance involves the DOPE.

Step II Grievances will be processed as follows:

Prior to the Step II Grievance meeting, the Union will notify WFC in writing of its intent to escalate a Step I grievance to Step II, and the Union must do so within fourteen (14) business days of the conclusion of the Step I Grievance meeting referenced above.

Upon timely escalation of the grievance to Step II, WFC will hold the Step II Grievance meeting within fifteen (15) calendar days of receipt of the Union's written intent to escalate the grievance to Step II. One (1) paid Union representative designated by the Union may attend this meeting.

Following the Step II Grievance meeting, but no later than thirty (30) calendar days after the Step II meeting, WFC management will inform the Union in writing of WFC's Step II decision. During the processing of grievances at Step I and Step II, and in arbitration if that becomes necessary, WFC will deal with the Union representative, not the grievant (a.k.a. the aggrieved employee).

No attorneys or other consultants may participate in the meeting. All offers to compromise presented during the meeting shall be confidential and non-admissible in any subsequent proceedings. In the event the issue is not settled satisfactorily, the Union representative may appeal the grievance to arbitration.

#### **F. Sharing Information**

During the processing of Step I and Step II grievances, and in preparation for any eventual arbitration, the parties agree to share relevant information with one another and to provide copies of documents they have relied upon or intend to rely upon. This timely exchange of information, including the exchange of documents, is intended to facilitate resolution of the dispute as well as assist the parties in their preparation at each step of the procedure.

## **G. Arbitration Procedures**

Arbitration cases should be minimal due to effective use of the Grievance / Problem Resolution Procedures outlined here.

If the Union is not satisfied with WFC's decision at the final meeting in the grievance procedure, the Union may request that the grievance be submitted to arbitration, within fourteen (14) business days following the date of WFC's decision arising from the Step II meeting. The parties will endeavor to have the first day of the arbitration will be held within six (6) months from the date of the Union's timely written notification of its intent to arbitrate the grievance.

A panel (a.k.a. list) of arbitrators will be requested by mutual agreement of the parties for hearing arbitration cases. Upon receipt of the Union's timely written intent to arbitrate, the case will be assigned to an available arbitrator. The parties agree that they will obtain a list of seven (7) labor arbitrators from the Federal Mediation and Conciliation Service (FMCS), or the California State Mediation and Conciliation Service (CSMCS). The parties shall select an arbitrator by alternating striking off names from such list. The Union shall strike the first name.

If an arbitrator notifies the parties that they are unable to accept a case, the case will be referred to the next arbitrator. If the next arbitrator cannot provide a hearing date within the six (6) month time frame, the parties shall proceed through the remaining arbitrators, in order of appearance, until a hearing date can be scheduled ideally within the six (6) month timeframe of this section.

The designated representatives of WFC management and of the Union shall promptly agree on a hearing date after securing available hearing dates from the arbitrator. The parties shall schedule the hearing in accordance with customary procedures for Northern California labor arbitration cases.

Prior to the scheduled arbitration, the parties may continue to meet in an effort to resolve the grievance. The expense of witnesses for either side shall be paid for by the party producing the witnesses. The non-prevailing party shall pay for the cost of the arbitrator. Any legal fees and costs shall be paid by the party incurring them.

If the parties cannot agree on a proposed hearing date, then the Arbitrator selected by their mutual agreement shall be empowered to schedule the opening date for hearing within the six (6) month timeframe outlined above.

The Arbitrator shall only have the authority to grant awards for actual grievances and shall have no authority to add to, alter, delete, modify or change the terms or provisions of this Agreement nor have any jurisdiction over the rights of management preserved specifically in the Management Rights clause. Nor shall the Arbitrator impose any limitation or restriction on either party to this Agreement which is not expressly found in the specific written terms of this Agreement. In arbitrations involving the discipline or discharge of an employee, the Employer's burden of proof shall be to show by a



preponderance of the evidence that the discipline or discharge was for just cause. The arbitrator shall not substitute his/her judgment for management as to the appropriateness of the penalty. Any back pay award rendered by an arbitrator shall be reduced by interim earnings of any sort and any period during which the recipient failed to attempt to mitigate wage loss. The decision of the arbitrator shall be final and binding upon the parties, unless such award exceeds the limitations found in this Agreement.

#### **H. Timelines**

The timelines of the parties' Grievance / Problem Resolution Procedure outlined above may be extended by mutual agreement of the Union and WFC however, grievances not timely moved to the next step of the grievance process or properly appealed to arbitration shall be deemed withdrawn.

#### **Article 9 – Progressive Disciplinary Procedure**

As a feminist organization, WFC utilizes a Performance Improvement Plan to address most performance issues.

The performance improvement plan is a progressive process, and may include any or all of the following steps:

1. Written notice indicating the performance deficiency.
2. A follow-up performance counseling session with your manager.
3. A written performance improvement plan outlining specific objectives and timelines.
4. Satisfactory completion of performance improvement plan or dismissal for continued performance issues.

Employees may be terminated for just cause.

#### **Article 10 - Review of Personnel File**

Upon written request from an employee, WFC shall provide a copy of the employee's personnel file within 30 days from the request. No reasonable request shall be denied.

#### **Article 11 - Career Growth and Professional Development Opportunities**

In Keeping with WFC's commitment to retaining excellent team members, and to non-discrimination in all employment actions, WFC's general practice is to promote from within wherever possible and to make developmental opportunities equally available to all employees.

WFC's intent is to communicate promotional and developmental opportunities to all employees. WFC will post all job openings internally for at least one week prior to making them available to the public.

#### **Article 12 – Hiring**

When hiring for a bargaining unit position, WFC will post the position internally with salary range for five business days before seeking external candidates. Internal candidates who apply during the initial five-day period and who meet the listed qualifications will be interviewed before external candidates are interviewed, provided they are available on the first scheduled interview date. Internal candidates who are not selected will receive a

notification letting them know that they were not selected for the role. If an internal candidate is not selected, they may respond to the notification to request a meeting with Human Resources to understand the decision and to request honest and transparent feedback to support further growth in skills/ experiences that the candidate may be lacking or interested in developing professionally. The purpose of this meeting is not to appeal or grieve the hiring decision, as it final.

If there are only internal applicants for a bargaining unit position, selection shall be governed by length of continuous service where ability, skills and performance are equal as determined by WFC.

Internal candidates will not be penalized for expressing interest in a WFC job opening. Public job postings for WFC bargaining unit positions will note that the position is part of a bargaining unit represented by CWA Local 9415.

### **Article 13 – Union Activity**

WFC will notify CWA within one week of an employee's start date. Within twenty-one (21) days of an employee's start date, authorized representatives of the union will have the ability to meet with the new employee for up to one (1) hour on paid work time in order to orient them to CWA and this Agreement, scheduled at a mutually convenient time. No management employee or designee shall be present or monitor the meeting.

Authorized representatives of the union who are employees covered by this contract, shall suffer no loss in pay during normal work hours while representing other employees who are covered by this contract during grievance meetings, manager meetings, bargaining meetings, and union orientation meetings. Union activity cannot interfere with a bargaining unit member's work.

### **Article 14 - Work Schedules**

WFC strives to be a flexible workplace. WFC currently has a 4-day work week. The current work week at the Foundation runs from 12:00 a.m. on Sunday through 11:59 p.m. the following Saturday, with Fridays off to promote health and wellness. Core work hours remain 9:00 a.m. to 5:00 p.m., Monday through Thursday. Additionally, staff may need to be available to attend events or work-related activities outside of the core work hours. When a staff member is required to work late evenings or weekends in addition to the standard workweek and core work hours, they may flex their schedule, in coordination and with the approval of their supervisor. WFC will apply flexible schedules equitably across all departments and teams. WFC supervisors should not arbitrarily deny flexible schedules when staff have demonstrably worked beyond regular hours.

Before any changes are made to this article, WFC will offer CWA the opportunity to discuss and confer.

### **Article 15 - Remote Work**

WFC must approve requests for remote work / telecommuting, subject to the requirements

of one's job, health-related conditions at the time and the needs of the organization. Currently WFC is operating under an org-wide remote- work/telecommuting approval, as WFC does not maintain a physical office. WFC is a community-facing organization, where employees are expected to engage with colleagues, partners and the communities with whom we work in the field. Some of this work may occur **virtually**. Employees are required to report to work in the field and attend specific in-person internal/external meetings, events and convening, as required by their specific role within California. Employees may be required to travel within California to report to work in the field. On occasion, travel may also be required nationally or internationally.

**Travel can be categorized in the following ways:**

**1. Program Delivery**

Travel required to carry out community-facing work, such as site visits, facilitation, training programs, convenings, or partner engagements directly related to WFC's mission and programs.

**2. Internal Operations**

Travel related to organizational planning, such as All-Staff efforts.

**3. Nexus to Job**

Travel necessary to fulfill specific job responsibilities or functions that are central to an employee's role. (i.e., Industry, recruitment efforts, Outreach).

**4. Professional Development / Conferences**

Travel to attend trainings, conferences, or events that support professional growth, learning, and leadership development.

WFC will give at least two (2) weeks of notice of the dates that an employee will need to report to work in the field and at least three (3) weeks of notice when travel may require an employee to be away from home overnight. Notice can be either verbal (e.g., individual check-in, team meeting, staff meeting, phone call or huddle) or written (e.g., email, slack, calendar invite). We understand that on occasion there may be circumstances that may prevent an employee from reporting to work. In those cases, we encourage employees to reference the staff handbook on expectations for work attendance and communicating absences around retreats, team meetings, or other internal coordination.

WFC agrees to provide notice to CWA of any changes in these processes, procedures, and related forms.

**Article 16 - Rest and Meal Breaks**

Non-exempt employees are authorized, permitted and encouraged to take a net 10-minute paid rest period for every 4 hours worked, or major Fraction thereof and must take at a minimum 30- minute uninterrupted, duty-free meal period, which must start before completion of the 5<sup>th</sup> hour of work. If an employee's total shifts are not more than six (6) hours, the employee may waive the meal period by signing a meal period waiver form. If an employee works more than ten (10) hours in a workday, the employee will be provided

a second unpaid, uninterrupted meal period of thirty (30) minutes. This second meal period must be taken before completion of the tenth hour of work. If the employee has taken the first meal break and your total workday is not more than twelve (12) hours, the employee may waive the second meal period by completing a meal period waive form.

### **Article 17 - Lactation Breaks**

People who breastfeed may take an extended or additional breaks to express breast milk or to breastfeed their visiting infants.

### **Article 18 - Wages and Salary**

**Compensation Philosophy:** At the CEO's discretion, adjustments may be made to salaries, individually or as a group, where it is deemed appropriate due to factors that include: inequity with other employees, consistently outstanding performance that is not being recognized adequately by the current salary, market rates, inflation or other economic factors.

**Annual Salary Increase:** Annual Salary Increases will be effective for the pay period that includes July 1st of each year for all employees, with a possible administrative payroll processing lead time-related delay. The amount of the Annual Salary Increase provided by WFC will be a minimum of 3% a year. To be eligible for the Annual Salary Increase an employee needs to have been on payroll as of Jan 1 of the current year.

**Merit Increase:** Employees may receive a merit increase at the sole discretion of the CEO.

**Promotional Increase:** Your salary is reviewed at the time of promotion or transfer to a higher-level job to determine if a salary increase is warranted.

### **Pay Structure**

<b>Position Level</b>	<b>Salary Floor and Ceiling</b>
Associate / Coordinator / Sr Associate / Assistant	<b>\$64,500 to \$85,000</b>
Accountant/Advisor/Program Manager/Communications Manager/ Executive Associate/Logistics Manager	<b>\$80,000- \$100,000</b>
Sr. Program Manager/Sr. Accountant/Sr. Advisor/Executive Administrator	<b>\$90,000 to \$120,000</b>
Director/Associate Director/Finance Director/Communications Director	<b>\$100,000 to \$135,000</b>
Sr. Director	<b>\$130,000 to \$175,000</b>

Qualifications for each position level can be found in WFC Standards of Skills and Competencies. The Foundation commits to honoring parity between staff members with the same title and experience.

### **Article 19 – Reimbursable Expenses**

On occasion, you may need reimbursement for expenses incurred on behalf of WFC. If you need to use your own credit or funds for WFC business, you will be reimbursed through WFC's accounts payable system, on the current or following vendor payment schedule after you submit appropriate documentation and receipts.

### **Article 20 - Business Travel Expenses**

Business Travel Expenses WFC will reimburse team members for reasonable business travel expenses while on assignments away from your normal work location. However, your supervisor must first approve all business travel. Whenever possible, use the WFC credit card for travel- related expenses to ensure that all discounts and negotiated benefits are applied. Points gained on a WFC credit card while traveling for business belong to WFC. Any airline- or hotel related points belong to the team member. WFC will reimburse reasonable out-of-pocket costs for travel, meals, lodging and other expenses directly related to accomplishing business travel objectives.

**Cell Phone & Technology Reimbursement:** All regular, full-time and part-time staff members are automatically enrolled in the cell phone and technology stipend plan of \$100 per month. The stipend is intended to help cover some of the costs associated with technology and other costs associated with working remotely. The \$100 will be automatically deposited to each staff member's bank account in the pay date on or around the 15th of each month.

### **Article 21 – Medical, Vision and Dental**

Eligible employees have group medical, dental and vision plans from which to choose coverage. They may cover themselves, their eligible spouse or registered domestic partner and eligible dependent children (up to age 26).

WFC pays 100% of health, vision and dental insurance premiums for eligible employees and eligible dependent children. WFC offers \$400 per month towards insurance premiums for eligible spouses and registered domestic partners

**Health and Wellness Stipend:** All regular, full-time and part-time staff members are automatically enrolled in the \$75.00 per month Health and Wellness stipend for health and wellness activities and costs. The stipend is taxable income and can be used in any manner you wish to promote your health and wellness. There is not a requirement for employees to submit receipts or documentation to be eligible for participation.

### **Article 22 – Childcare/Dependent Care Plan**

WFC offers employees the opportunity to participate in pre-tax Dependent Care Assistance Program (DCAP) via a Flexible Spending Account (FSA) benefit for dependent care costs. Employees may contribute pre-tax income to this account for qualified expenses related to childcare and care for qualifying dependent adults who live in the employee's home. This account is employee-elected through their new hire benefit election period or open enrollment period. The current 2025 IRS-set maximum contribution amount is \$5,000 per household for the calendar year. The employee can set aside pre-tax dollars to pay for IRS eligible expenses, thereby lowering their overall tax burden or expense.

### **Article 23 - Savings Plan**

WFC will match an employee's contribution to their 401K account up to 5% of the employee's gross pay. In the event that an employee contributes less than 2% of their gross pay to the 401K, WFC would still contribute 3% to the employee's 401K account.

### **Article 24 – Holidays**

WFC grants paid time off for the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- International Women's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Thanksgiving Day
- The Day before Thanksgiving
- Election Day
- 3 Floating Holidays

On January 1st of each calendar year, employees will receive 3 floating holidays that must be used by the last day of the calendar year. Employees requesting to use a floating holiday must request the holiday off at least fourteen (14) days in advance and receive approval. Floating holidays do not carry over from year to year and expire at the end of each calendar year. Unused floating holidays will not be paid out upon separation of employment.

Additionally, the WFC office may be closed for two (2) weeks for Winter break, with varying dates, but typically from December 20th to January 1st. WFC CEO, at their sole discretion, may also designate additional winter and summer holiday breaks. Such days are considered paid, unless otherwise agreed between the parties to this Agreement.

Regular Part-Time employees are entitled to pro-rated paid holidays based on the number of regularly scheduled hours (excluding overtime) worked in a week. If a holiday falls on a weekend, the holiday will be observed on the following Monday. If a holiday is observed while you are on authorized vacation, you will receive holiday pay and not charged with a vacation day for the day the holiday is observed.

### **Article 25 – Vacation**

WFC provides vacation benefits to promote rest and relaxation away from work. Regular full- time and part-time employees accrue vacation leave from the date of hire but may not take vacation until after 30 days of employment, unless approved by their manager.

**Vacation Accrual for Full-Time Employees**

<i>Length of Service</i>	<i>Semi-Monthly Accrual Rate (Hours)</i>	<i>Yearly Accrual (Hours)</i>	<i>Yearly Accrual (Days)</i>
<u><i>0 Months to 24 months</i></u>	<i>5.333Hours</i>	<i>128 Hours</i>	<i>16 Days</i>
<u><i>25+ Months</i></u>	<i>6.667 Hours</i>	<i>160 Hours</i>	<i>20 Days</i>

WFC will notify employees when their vacation accrual rate changes at the two-year mark. Regular part-time employees accrue pro-rated vacation leave based on hours scheduled. Unused accrued vacation will be carried into the next calendar year until employee has accumulated an amount equal to 150 % of annual vacation entitlement. Once employees have accrued that amount, vacation accruals will stop. WFC encourages employees to use all vacation leave during the year in which it is earned and take a well-deserved rest. WFC CEO may approve exceptions to the accrual cap.

When employment ends with WFC, employees will receive payment for any unused accrued vacation, at the employee's current rate of pay.

**Article 26 – Paid Sick Time**

To minimize economic hardships that may result from an eligible employee's unexpected short- term illness or injury, to encourage regular health maintenance and to allow time for the caretaking of family members, WFC provides some paid time off to employees. You can take paid sick leave for yourself or a covered family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if you are a victim of domestic violence, sexual assault or stalking, or when a family member or designated person needs your assistance for the same medical reasons. The use of sick time to care for a family member is at the sole discretion of the employee. Part-time employees are entitled to a pro- rated number of paid sick days based upon the number of regularly scheduled hours in a 32- hour workweek. Sick time will continue to accrue to a maximum of 140 hours, or 17.5 days.

Employees are also entitled to use their accrued and unused sick leave to care for an ill spouse, child, registered domestic partner, child of registered domestic partner, or parent under the same terms and conditions as apply to the use of sick leave for the employee's own illness.

Additional leave time may be available as an accommodation for a qualified disability, in keeping with WFC's American with Disabilities Act and Amendment Act policies. Certain California cities and counties have specific sick time ordinances. WFC adheres to all applicable local ordinances.

**Pay During Illness** You will be paid your regular salary or wages while on sick leave. The number of hours paid is based on the amount of time approved in your sick time request.

### **Article 27 - Parental Leave**

Women's Foundation California offers up to 24 weeks of leave due to the birth of your child, adoption of a child, or placement of a child in your home for foster care. WFC provides regular, base pay for the first 16 weeks of this leave. This 16-week portion of qualifying family and medical leave is taken concurrently with CFRA leave, and must be taken before all other paid leave programs- such as state and/or local programs.

After this initial sixteen (16) week period, you may use state programs, such as CA Paid Family Leave, accrued and unused sick and/or vacation pay, or unpaid time off to supplement your pay during the remaining 8 weeks leave period.

### **Article 28 – Disability**

All employees in the state of California are required to contribute to the state mandated disability insurance program through payroll deductions. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at WFC, or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

California disability insurance benefits do not replace all of your usual wages. Your California disability insurance benefits can be supplemented with any accrued and unused sick time. If you have no sick time, or once you exhaust your sick time, accrued and unused vacation may be used to supplement your California disability insurance benefits.

### **Article 29 – Jury Duty**

WFC recognizes and supports the need for employees to fulfill their civic duties through jury duty, military leave and time off to vote. A leave of absence for jury duty is available to any employee who has been notified to serve. Your pay will continue at your scheduled rate per pay period, or to reflect time worked for WFC, whichever is greater. The hours spent on jury duty do not apply toward the computation of hours for purposes of determining eligibility for or rate of overtime. An associate on jury duty is expected to work any day they are excused from jury duty.

### **Article 30 – Witness Duty Leave**

Employees may take time off to comply with a subpoena or other court order to appear in court as a witness in a judicial proceeding. Employees must provide their supervisor with a copy of the subpoena or court order reasonably in advance of their court appearance as a witness.

Subject to state and federal laws, witness duty leave is unpaid except that an employee may use accrued and available vacation and/or sick pay.

### **Article 31 – Victims of Violence Leave**

Employees who are victims of sexual assault, domestic violence or stalking; victims of any crime that caused physical injury or mental injury with a threat of physical injury; and employees whose immediate family member is deceased as a direct result of a crime, may



take time off from work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order or other injunctive relief, or to help ensure the health, safety or welfare of a domestic violence victim or his or her child.

Employees may also take time off from work to seek medical attention for injuries caused by the crime or abuse, to obtain services from a domestic violence shelter, program or rape crisis center, to obtain psychological counseling related to the sexual assault, domestic violence or stalking, or to participate in safety planning and take other actions to increase safety from future incidents, including temporary or permanent relocation.

Employees who are victims of crime or abuse must give their supervisor reasonable advance notice that they intend to take time off for a purpose stated above unless advance notice is not feasible. In the event of an unscheduled absence, the employee must, within a reasonable time after the absence, provide WFC with appropriate documentation certifying the need for the absence such as:

- documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse;
- a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court;
- any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the leave; or
- a police report indicating that the employee was a victim.

Subject to state and federal laws, leave under the above circumstances, is unpaid except that affected employees may use accrued and available vacation and/or sick pay. The total amount of unpaid leave that may be taken for medical treatment, counseling, safety planning or other support services resulting from sexual assault, domestic violence or stalking, cannot exceed 12 weeks in a 12-month period, and is not in addition to unpaid leave allowed under the California Family Rights Act.

### **Article 32 – Military Leave**

Women's Foundation California provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state law. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty.

Employees are also eligible for up to 12 weeks of military leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or have been notified of an impending call to active-duty status, in

support of a contingency operation.

An employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for a service member.

Subject to state and Federal laws, WFC does not provide salary during military leaves.

Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform your supervisor of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 18 months during military leave if required premium payments are made by you.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

### **Article 33 – Bereavement Leave**

In the unfortunate event of a death in the immediate family, a leave of absence of up to five (5) days with pay is available to regular full-time and part-time employees for a maximum of three incidents per calendar year.

For this purpose, immediate family is defined as:

- Spouse
- Domestic Partner
- Child, stepchild
- Parents (including in-laws), stepparents
- Siblings, stepsiblings
- Grandparents
- Grandchildren

Employees should make their supervisor aware of their situation. You may request time off for bereavement leave in the event of the death of another significant person in your life, even if the person is not an immediate family member.

### **Article 34 – Partial Leave for Dependent Care**

In support of your commitments and obligations to dependent family members, WFC allows you to arrange for a reduction in your scheduled work hours for up to 4 months, with up to a maximum schedule reduction of 50% and a commensurate reduction in your salary. You should make arrangements with your supervisor with as much advance notice as possible of your need for such an arrangement. Extensions beyond four months will be considered by the CEO, if you submit a request in writing to your supervisor at least one month in advance of the scheduled end of the reduction. There may be changes to your job during and beyond your adjusted schedule, in order to ensure the smooth operation of WFC.

### **Article 35 – Personal Leave**

Any leaves other than those described above are granted only at WFC’s discretion and are without pay and must be requested in writing. Under all but the most extraordinary circumstances, these leaves are not granted in the first 26 weeks of employment.

The leave is either unconditional or conditional:

**Unconditional:** The employee is entitled to the same job upon return. If that job has been discontinued, they are entitled to a comparable job. If none is available, separation pay is calculated using the job elimination formulas.

**Conditional:** There is no guarantee of any job on the employee's return. Every effort will be made to place the employee in a suitable job on return, but if none is available, the employee will be considered to have resigned and will receive no separation pay.

### **Article 36 – Sabbatical Leave**

To encourage employees to periodically step back from the day-to-day work, we offer up to four months of sabbatical leave to eligible employees. Up to two months of the sabbatical is paid leave and the remaining two months can be taken by using vacation time or unpaid leave.

To be eligible for sabbatical leave, you must complete 6 years of continuous fulltime employment (or the equivalent), have an excellent overall job performance rating as evidenced by the two most recent evaluations at the time the leave is requested, and have made a substantial contribution to WFC.

Sabbatical leave requires the approval of the CEO and must be arranged at least three months in advance, starting with the employee's application for sabbatical through the employee's supervisor. It is expected that employees will return to work at WFC at the end of the sabbatical leave and complete at least one year of employment at WFC after sabbatical leave. Employees returning from sabbatical leave will be reinstated to the same or a substantially similar position. Benefits continue to accrue during sabbatical leave, and WFC will maintain your group health benefits on the same terms and conditions as if you had not taken leave. Eligible employees may apply for sabbatical leave once every six (6) years.

### **Article 37 – Severance/Layoff**

In the event that WFC deems it necessary to reduce or reorganize the workforce, the layoff list of impacted bargaining members shall be provided to CWA and the union steward(s). Those who will be laid off shall be notified no less than sixteen (16) working days before such layoff is to take place. The layoff list of impacted bargaining members shall be provided to CWA and the union steward(s).

All employees who are laid off will be paid the cash value of any accrued, unused vacation time along with their final paycheck, and in addition will be offered a severance package based on length of employment.

Length of Service	Severance Pay
0 year to 2 Years (0 to 24 months)	4 Weeks of Severance Pay
3 years to 5 years (25 to 71 Months)	6 Weeks of Severance Pay
6+ years (72+ months)	8 Weeks of Severance Pay

Laid off employees who have completed two years or less years of employment with WFC will receive 4 weeks of severance pay. Laid off employees who have completed between three to five years of employment with WFC will receive 6 weeks of severance pay. Laid off employees who have completed 6 years or more of employment with WFC will receive 8 weeks of severance pay. Laid off employees will also receive health insurance continuation for one month following the month in which they were laid off, on the same terms and conditions that applied during their employment. Laid off employees shall be responsible for keeping the Union and WFC informed in writing of their current address. Severance is conditioned upon the employee signing a separation agreement which includes a 1542 waiver and release of all claims.

### **Article 38 - SUCCESSORS AND ASSIGNS**

This Agreement will bind the signatories hereto, their successors and assigns.

### **Article 39 - NO STRIKE NO LOCKOUT**

It is the mutual intent of the parties that the procedures set forth herein shall serve as a means of peaceful settlement for all disputes that may arise between them, whether grievable or non-grievable. Therefore, during the period of this Agreement neither the Union, nor any of its members, officers, agents, employees, or representatives, nor any employee subject to this Agreement shall take part, or encourage, solicit, or cause another to take part, in any strike, boycott, demonstration, picketing, hand billing, walkout, slowdown, sympathy strike, or other work stoppage in connection with a labor dispute with WFC.

The Employer may discipline any employee who violates this provision. In the event of a violation of this No Strike/No Lockout Article by bargaining unit employees, the Union agrees to use its best efforts to induce employees engaged in a strike, work stoppage, or other conduct in violation of this Article to return to work and/or immediately cease such conduct.

WFC shall not cause or engage in any lockout of its employees during the term of this Agreement.

#### **Article 40 - Scope of Agreement**

1. This Agreement shall be effective as of July 1, 2025 and shall remain in full force and effect until July 30, 2028, and from year to year thereafter unless either party has given written notice to the other party, at least sixty (60) days prior thereto, of its intention to amend, modify, or terminate this Agreement.
  
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after lengthy discussions and exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union and may be changed only in accordance with the provisions set forth herein, or by mutual agreement of the parties reduced to writing and signed by them. The Employer and the Union for the life of this Agreement, voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
  
3. No one or more provisions of this Agreement may be interpreted to deny to the Employer the right to do anything not forbidden by the Agreement. Employer policies and practices may not be subject to the grievance procedure or any other form of redress unless specifically addressed herein. No other Employer benefits or obligations arising out of prior practice shall be binding upon the Employer.

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7/11/2025

Decovan Rhem - President CWA Local 9415

Date



07/01/2025

Bia Vieira - CEO, WFC.

Date