

**GOLDEN SIERRA JOB TRAINING AGENCY**

**Employee Handbook**

**Revised June 7, 2017**

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# CHAPTER ONE

## **1000 INTRODUCTORY STATEMENT**

Welcome to Golden Sierra Job Training Agency ("Golden Sierra"). You may have many questions about Golden Sierra and its workings: its procedures, functions, and your role here. We have prepared this Employee Handbook to help answer these questions for you. Each employee is expected to read this Employee Handbook, ask his or her supervisor about any sections the employee does not understand, follow the Employee Handbook's provisions, and sign a copy of the "Employee Handbook Acknowledgement Form".

Golden Sierra is a Joint Powers Agency comprised of a three-county consortium established by local government to operate the various employment and training programs available to the region. Golden Sierra is the designated Workforce Innovation & Opportunity Act grant recipient and administrative entity for the counties of Alpine, El Dorado and Placer.

## **1001 INTEGRATION CLAUSE AND THE RIGHT TO REVISE**

This handbook only highlights Golden Sierra policies, practices, and benefits for your personal education and cannot therefore be construed as a legal document or promise of any ongoing benefits. If there is a conflict between employment terms within this Handbook and those contained in an applicable memorandum of understanding ("MOU") between Golden Sierra and a recognized union, the terms of the MOU control. Similarly, if any of the employment terms contained in this Handbook conflict with terms contained in an employment contract approved by the Governing Body, the terms in the employment contract control.

**Golden Sierra reserves the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook.** All such revisions, deletions or additions must be in writing and approved by the Executive Director and/or Governing Body. No oral statements or representations can change or alter the provisions of this handbook. As policies, procedures, work rules or benefits are revised, updated pages will be distributed to you.

## **1002 EQUAL EMPLOYMENT OPPORTUNITY/IMMIGRATION LAW COMPLIANCE**

Golden Sierra is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Golden Sierra's policy does not discriminate in employment opportunities or practices on the basis of: race; color; religion; genetic information; sex; sexual orientation; gender identity; gender-related appearance or behavior, whether or not the appearance or behavior is different from that traditionally associated with the individual's sex at birth; pregnancy; national origin; ancestry; age; marital status; veteran status; physical or mental disability; perceptions that any employee or applicant has characteristics of any protected class; the employee's or applicant's association with any person who has, or is perceived to have characteristics of any protected class; or any other characteristic protected under state or federal law, except where any of the foregoing are bona fide occupational qualifications. All such discrimination is unlawful.

Golden Sierra is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of Golden Sierra and prohibits unlawful discrimination by any employee of Golden Sierra, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Golden Sierra will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If Golden Sierra determines that unlawful discrimination has occurred, Golden Sierra will take effective remedial action, commensurate with the severity of the offense. Golden Sierra will also take appropriate action to deter any future discrimination. Golden Sierra will not retaliate against the employee for filing a complaint and will not knowingly permit retaliation by management employees or other co-workers.

Employees should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If the employee thinks they have been harassed, discriminated against or have been retaliated against for resisting or complaining; the employee may file a complaint with the appropriate agency.

Golden Sierra is committed to employing only persons who are authorized to work in the United States. Golden Sierra does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If at any time it is discovered that the employee is not legally authorized to work in the United States and/or has falsified their employment eligibility, the employee will be immediately terminated.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **1003      DISABILITY ACCOMMODATION**

Golden Sierra is committed to complying fully with the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA) and ensuring equal opportunity in employment for qualified persons with disabilities. We conduct all employment practices and activities on a non-discriminatory basis.



Our hiring procedures are designed to provide meaningful employment opportunities for persons with disabilities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation may be available to disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types is available to all employees on an equal basis.

Golden Sierra is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. Golden Sierra will follow any applicable law or regulation that provides qualified individuals with disabilities with greater protection than the ADA or FEHA.

This policy is neither exhaustive nor exclusive. Golden Sierra is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA, FEHA, and all other applicable federal, state, and local laws.

An employee or applicant requiring any disability accommodation should discuss the need with his or her immediate supervisor, the hiring manager, or Golden Sierra's Executive Director.

#### **1004 HARASSMENT / DISCRIMINATION**

Golden Sierra is committed to providing a work environment free of unlawful harassment and/or discrimination. Golden Sierra's policy prohibits harassment/discrimination based on: race; color; religion; genetic information; sex; sexual orientation; gender identity; gender-related appearance or behavior, whether or not the appearance or behavior is different from that traditionally associated with the individual's sex at birth; pregnancy; national origin; ancestry; age; marital status; veteran status; physical or mental disability; perceptions that any employee or applicant has characteristics of any protected class; the employee's or applicant's association with any person who has, or is perceived to have characteristics of any protected class; or any other characteristic protected under state or federal law.

All such harassment/discrimination is unlawful under both state and federal law. Unlawful is defined as misconduct that can decrease work productivity, impair morale, and undermine the integrity of employment relationships.

Golden Sierra's anti-harassment/discrimination policy applies to all persons involved in the operation of Golden Sierra and prohibits unlawful harassment/discrimination by any employee of Golden Sierra, including supervisors and co-workers. Golden Sierra will endeavor to protect employees, to the extent possible, from harassment/discrimination in the workplace by non-employees.

The work environment should be business-like and assure fair, courteous treatment for employees and the public we serve. Accordingly, employees should treat other employees with respect and dignity and in such a manner that does not offend co-workers, supervisors, business visitors, or the public.

Accordingly, sexual harassment of an applicant or employee by a supervisor, manager or co-worker will not be tolerated. Disciplinary action up to, and including, termination of employment will be instituted for harassing behavior.

## **I. Definition—Prohibited Sexual Harassment**

Sexual harassment is generally defined as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a partial list:

- (1) Unwanted sexual advances;
- (2) Offering employment benefits in exchange for sexual favors;
- (3) Making or threatening reprisals after a negative response to sexual advances;
- (4) Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- (5) Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;
- (6) Verbal sexual advances or propositions;
- (7) Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- (8) Physical conduct such as touching, assault, or impeding or blocking movements; and
- (9) Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a supervisor, or by persons doing business with or for Golden Sierra.

## **II. Definition—Other Forms Of Prohibited Harassment**

Prohibited harassment on the basis of race, color, national origin, ancestry, religion, physical or mental disability, marital status, medical condition, sexual orientation, age, or any other protected basis, includes behavior such as:

- (1) Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- (2) Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- (3) Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- (4) Retaliation for reporting harassment or threatening to report harassment.

For the purpose of this section, the following behaviors by supervisory employees also constitute unlawful harassment:

- (1) Failing to take corrective action when the supervisory employee(s) know, or reasonably should know, that an employee in their line of supervision is being subjected to unlawful harassment on the job by anyone; or
- (2) Retaliating against an employee or applicant for employment because the employee or applicant previously filed a harassment complaint, is in the process of filing a complaint or participated in a harassment investigation on the behalf of a complainant.

## **III. Personal Liability**

If any employee, non-supervisory or supervisory, is found to have engaged in unlawful harassment/discrimination, they can be held personally liable for monetary damages. Golden Sierra will not pay for damages assessed against an employee personally and will not necessarily provide a defense for an employee accused of unlawful harassment/discrimination.

## **IV. Process for Making, Investigating, and Resolving Complaints**

If an employee believes any comments, gestures or actions of a co-worker, supervisor, vendor or visitor to be discriminatory or harassing, he or she should immediately communicate to that person that such behavior is unwelcome. However, failure to do so does not prevent the employee from filing a complaint nor does it in any way exonerate the discriminating party or harasser.

Golden Sierra management is readily available and receptive to complaints of harassment/discrimination. If an employee feels that he or she is being harassed/discriminated against by another employee, by a vendor, by a visitor or otherwise, he or she should immediately report the facts of the incident or incidents and the name(s) of the individual(s) involved to their immediate supervisor in writing. If the employee does not feel that the matter can be discussed with the immediate supervisor, he or she should contact the Executive Director and arrange for a meeting to discuss the complaint.

In the case of accusations of harassment/discrimination against the Executive Director, employees should contact the Chairman of the Governing Body, whose contact information is available from Lorna Magnussen or HR staff.

It is recommended that complaints be made no later than fifteen (15) working days after the incident, or in accordance with WIOA Section 188 if applicable. A written and signed statement of the complaint should be submitted to the supervisor or the Executive Director. Employees in need of assistance in filing a complaint will be provided such assistance. Complaints should include the following information:

- The employee's name, department and position title;
- The name of the person(s) engaging in the harassment/discrimination;
- The specific nature of the discrimination/harassment, how long it has gone on, on what dates, and what threats have been made and/or employment action taken (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.), if any, against the complainant as a result of the discrimination/harassment or any other threats made against the victim as a result of the discrimination/harassment;
- Witnesses to the harassment/discrimination; and
- Whether the victim previously has reported such harassment/discrimination and, if so, when and to whom.

Employees are reminded that the Golden Sierra protects employees from sexual or other harassment by non-employees (e.g. vendors, visitors) to the extent possible. Any employee who is the victim of any harassment by a non-employee or who observes such conduct toward another Golden Sierra employee should report it immediately to their supervisor or Executive Director. Appropriate action will be taken.

Employees who observe or are advised about the sexual or other harassment and/or discrimination of another employee are encouraged to report it.

When a supervisor receives a report of harassment and/or discrimination, he or she should immediately inform the Executive Director so that the Golden Sierra can begin investigating the matter.

Golden Sierra cannot resolve discrimination or a sexual or other harassment problem unless it knows about it. Therefore, it is each employee's responsibility to bring those kinds of problems to the attention of Golden Sierra so that the necessary steps can be taken to correct the problem.

All reported complaints of discrimination or harassment will be investigated immediately, thoroughly, objectively, completely and as confidentially as possible. Golden Sierra, as part of its investigation, will make every attempt to interview the individuals with information relative to the complaint.

Investigations will be conducted with as much confidentiality as possible and with respect for the rights of all individuals involved. Information related to the investigation will be provided on a “need to know” basis only. Golden Sierra will attempt to protect the confidentiality of the employee who files a complaint, but an investigation necessarily requires the release of some relevant information.

Once an investigation has begun, both the complaining party and the alleged harasser/discriminator are not (1) to discuss the complaint or investigation with other employees or (2) to conduct their own investigation. If employees have any information to assist Golden Sierra, they are to contact the person conducting the investigation. Failure to follow this policy may subject an employee to discipline, as the confidential nature of the complaint and the investigation is vital in protecting the privacy rights of all parties involved.

Golden Sierra will make its determination regarding the investigation and communicate that determination to the complaining employee and to the alleged harasser/discriminator. Employees are not entitled to copies of any notes or other written materials regarding the investigation, as these are confidential documents. If it is determined that the alleged harasser/discriminator has violated Golden Sierra policies, appropriate corrective action will be taken in accordance with established disciplinary procedures, up to and including termination.

While Golden Sierra vigorously defends its employees’ right to work in an environment free of sexual or other harassment/discrimination, it also recognizes that false accusations of sexual or other harassment/discrimination can have serious consequences. Accordingly, any employee who is found, through Golden Sierra’s investigation, to have deliberately and falsely accused another person of sexual or other harassment/discrimination will be subject to appropriate disciplinary action, up to and including termination.

## **V. Other Investigations**

If Golden Sierra receives information of alleged unlawful harassment, such as anonymous complaints, an appropriate investigation may be conducted if warranted, which may include a final recommendation to the Executive Director as to possible discipline.

## **VI. Outside Agencies**

Filing of a complaint pursuant to this policy does not preclude the employee from filing a complaint with one or both of the agencies listed below:

California Department of Fair Employment and Housing  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
800-884-1684 (voice)  
800-700-2320 (TTY)

U.S. Equal Employment Opportunity Commission - Headquarters  
131 M Street, NE  
Washington, DC 20507  
202-663-4900 (voice)  
202-663-4494 (TTY)

Golden Sierra encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

## **VII. Retaliation Prohibited**

Golden Sierra encourages all employees to report immediately any incidents of discrimination, harassment, or any other type of unlawful conduct in the workplace so that complaints can be quickly and fairly resolved. Golden Sierra will not retaliate against any employee for making or filing a complaint, or for offering evidence, statements, or testimony in support of any complaint. In addition, Golden Sierra will not knowingly tolerate or permit retaliation by management, employees, or co-workers.

All incidents of prohibited retaliation that are reported will be investigated. Golden Sierra will immediately undertake or direct an effective, thorough, and objective investigation of the retaliation allegations. The investigation will be completed and a determination regarding the reported retaliation will be made and communicated to the employee who complained and to the accused retaliator(s).

If Golden Sierra determines that prohibited retaliation has occurred, Golden Sierra will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future retaliation. If a complaint of prohibited retaliation is substantiated, Golden Sierra will take appropriate disciplinary action, up to and including immediate termination of employment.

The employee who complained will be advised whether Golden Sierra has substantiated the complaint and taken remedial measures. The employee who complained will not, however, be advised of the specific action taken.

## **1005 WORKPLACE SECURITY**

Golden Sierra is committed to providing a safe environment for working and conducting business. To assure the safety of our employees, business visitors, and the public, Golden Sierra has established a “zero-tolerance” policy towards violence in the workplace. Violence, or the threat of violence, against or by any employee of Golden Sierra, or any other person, is unacceptable and will not be tolerated.

Golden Sierra will not tolerate or ignore acts or threats of violence committed by or against Golden Sierra employees or members of the public, while on Golden Sierra property or while performing Golden Sierra business at other locations. Any unlawful violent actions or threats committed by employees or members of the public while on Golden Sierra property or business will be prosecuted, as appropriate. Golden Sierra intends to use reasonable legal, managerial, administrative, and disciplinary procedures to secure the workplace from violence and to reasonably protect employees and members of the public.

## **I. Examples of Workplace Violence Behaviors:**

Definition: Any physical assault, threatening behavior or verbal abuse occurring in the work setting.

The term "violence" refers to a range of inappropriate behaviors that include, but are not limited to, the following:

- Intimidating or threatening behaviors.
- Physical or verbal abuse.
- Vandalism.
- Arson.
- Sabotage.
- Carrying or possessing weapons of any kind on property which is owned, leased or otherwise controlled or occupied by Golden Sierra, unless properly authorized.
- Using such weapons.
- Any other act(s) which a reasonable person would consider as inappropriate, or which posed a danger, or threat of danger or violence, in the workplace. Such behavior includes, but is not limited to: oral, written or e-mail statements; and/or gestures or expressions that communicate a direct or indirect threat of physical harm.
- Offensive comments regarding violent events and/or behaviors.

Workplace violence includes acts of violence committed by Golden Sierra employees, clients, customers, relatives, acquaintances or strangers against Golden Sierra employees in the workplace, and includes acts committed against customers in by employees or other public members.

## **II. Worksite**

The worksite is any location, either permanent or temporary, where an employee performs any work-related duty. This includes, but is not limited to, buildings, surrounding perimeters, parking lots, leased space (including vehicles) or any location where Golden Sierra business is conducted.

### **III. Who Is Covered?**

This policy applies to all Golden Sierra employees and is intended to act as a local policy for Golden Sierra staff. Golden Sierra employees are responsible for complying with this policy and maintaining a reasonably safe and healthy working environment. This policy applies to the conduct of an employee while functioning in the course and scope of employment as well as off-duty violent conduct that has a potential adverse impact on a Golden Sierra employee's ability to perform the assigned duties and responsibilities.

### **IV. Violations**

All reports of incidents will be taken seriously and will be dealt with appropriately. All reports will be immediately evaluated and investigated; management will take appropriate actions based upon the results of the investigation. Individuals who commit such acts of inappropriate behavior may be removed from the premises. Any weapon or dangerous instrument at the worksite will be confiscated and turned over to the appropriate law enforcement authorities. Employees should be advised there is no reasonable expectation of privacy with respect to such items in the workplace.

Violations of this policy, including knowingly providing a false report, can lead to disciplinary action up to dismissal from employment or criminal prosecution by the authorized authority. Anyone questioned regarding violations of this policy must cooperate fully and honestly. Providing false information or failing to cooperate fully when questioned may lead to disciplinary action as stated above.

### **V. Reporting**

Employees who feel subjected to any kind of inappropriate behaviors listed in the previous section must immediately report the incident to their supervisor. Employees should immediately notify proper law enforcement authorities and security if they believe that there is an immediate serious threat to their safety or to the safety of others.

### **VI. Liaison with Law Enforcement**

Golden Sierra management staff will ensure that a relationship is established with local and state law enforcement. It is critical to know where 911 calls are received, who is likely to respond, and how to provide necessary information succinctly. Calls from a cell phone to 911 are received at the nearest California Highway Patrol station.



## **CHAPTER TWO**

## **2000 AT-WILL AND INTRODUCTORY STATUS**

Extra-help employees and temporary employees are, at all times, employed in an “at-will” status.

Each bargaining unit member will serve an introductory period of six (6) months (1,040 hours) during which time the bargaining unit member will be employed in an “at-will” status.

“At-will” employment means the employee is free to resign at any time, just as Golden Sierra is free to end the employment relationship, demote, promote, or transfer the employee, with or without cause or notice. Golden Sierra is also free to change the terms and conditions of the employee’s employment, with or without notice, including compensation, benefits, duties, location of work, etc. Golden Sierra may make these changes so long as there is no violation of applicable laws or Golden Sierra policies.

Any employment decision by Golden Sierra pertaining to any extra-help, temporary, or introductory employee shall be without the right of review of any kind, including review under the grievance procedure provided in this Employee Handbook.

For bargaining unit employees who have completed their introductory period, termination of employment and other employment decisions are made pursuant to the Memorandum of Understanding between Golden Sierra and Stationary Engineers, Local 39. Golden Sierra will meet and confer in good faith with recognized employee organizations regarding matters that directly and significantly affect and primarily involve the wages, hours, and other terms and conditions of employment of employees in appropriate units. Any Memorandum of Understanding between Golden Sierra and a recognized employee organization entered after the effective date of this Employee Handbook may affect this section.

Nothing in this Employee Handbook shall limit Golden Sierra’s “at-will” employment status for extra-help, temporary, or introductory employees. This “at-will” employment status cannot be changed orally or by conduct. Any exception to the “at-will” employment status is valid only if (1) the exception is in writing, (2) signed by both the employee and the Executive Director, and (3) specifically modifies the “at-will” employment status.

For employees with written employment agreements, Golden Sierra will comply with the contractual terms regarding termination of employment, promotion, demotion, and other changes to the employee’s status.

## **2001 REGULAR EMPLOYEES**

Regular employees are those who are hired to work on a year-round basis requiring work on a regular schedule. Regular employees may be classified as full-time or part-time.

## FULL TIME EMPLOYEES:

Regular full-time employees are those who are normally scheduled to work, and who do normally work, a schedule of forty (40) hours per week. They are eligible for all employee benefits. Employees working 30-39 hours per week will receive full-time employee benefit status.

## PART TIME EMPLOYEES:

Regular part-time employees are those who are normally scheduled to work, and who do normally work, less than forty (40) hours per week. With the exception of PEMCHA, Employees working 20-29 hours per week will receive a prorated employer contribution toward all benefits offered regular full-time employees. For purposes of PEMCHA, any employees working 20 hours or more, Golden Sierra will make a healthcare contribution to CalPERS on behalf of that employee.

## **2002 NEW HIRES**

Golden Sierra requires potential hires, after receiving an offer of employment but prior to beginning employment, to have a medical examination, including testing for active tuberculosis. Individuals offered employment in a safety sensitive position may be required to submit to an illegal substance screening. For individuals who have been offered employment in a safety sensitive position, testing positive for illegal substances will negate an applicant's eligibility for hire with Golden Sierra. Golden Sierra will arrange for the necessary appointments. There is no charge to the applicant for this examination.

All regular and limited-term employees will serve an introductory period. During the introductory period, the employee's supervisor will explain to the employee the job responsibilities and the performance standards expected of the employee. At any time during the introductory period, an employee may be terminated with or without cause. Terminated introductory employees do not have the right of review.

The employee will serve an introductory period of six (6) months (1,040 working hours). The introductory period is an essential part of the employee appraisal process. It is utilized to closely observe and appraise the conduct, performance, attitude, adaptability, and job knowledge of the employee to determine whether the employee is qualified for regular status.

## **2003 LIMITED-TERM EMPLOYEES**

The limited-term classification is established to accomplish a specific project that is limited in its duration, but where the intent is that it will continue for a period in excess of six (6) calendar months. When the specific project concludes, the position will be eliminated. Limited-term employees are not entitled to any vested rights of continued employment outside of the specified term.

Limited-term employees shall be entitled to the same health and welfare benefits as other regular employees during the term of their project but are not entitled to grieve or appeal the end of their employment. Limited-term appointments may be full-time or part-time as described in detail in Section 2001.

#### **2004 EXTRA-HELP**

The extra-help classification is established for a specific length of time to meet peak workloads or temporary conditions. With the exception of 24 hours of annually awarded sick leave, an extra-help has no regular employment status and is not entitled to Golden Sierra benefits and cannot exceed 960 hours per fiscal year.

Part-time employees who work an average of less than twenty (20) hours per week are considered extra-help and are not eligible for certain employee benefits described in this Employee Handbook. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis.

#### **2005 POSITION CLASSIFICATIONS**

Subject to meet and confer requirements for bargaining unit members, Golden Sierra classifications are established by action of the Governing Body. The Governing Body, with guidance from the Executive Director, creates new classifications and establishes the salary range for each classification. Position classification is a system for organizing jobs based on the difficulty of duties, level of responsibilities, and qualifications required to perform the duties. Position classification is also the basis for Golden Sierra's pay structure. The goal of classification is to give equal pay for equal work. Position classification is the official title of the job.

Golden Sierra reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities. For bargaining unit members, any changes will be made in accordance with the applicable Memorandum of Understanding.

#### **2006 PERFORMANCE EVALUATIONS/MERIT INCREASES**

Golden Sierra employees' job performance may be formally evaluated after the completion of the first three (3) months in a regular or limited term Golden Sierra position, at the end of the introductory period, and thereafter every 4,160 hours. The intention is to provide an objective appraisal of the employee's performance. The immediate supervisor will fill out the evaluation and meet with the employee to discuss the evaluation.

There are seven pay steps within each salary range, lettered A, B, C, D, E, F, and G. New hires to Golden Sierra, normally will start at Step A and then be advanced to Step B after successful completion of the introductory period of 1,040 hours. After two years of service in Step B (4,160 hours), an employee may be considered for an increase to Step C depending upon the employee's progress and productivity. If an employee is hired or promoted to begin at Step B or higher, an introductory

performance evaluation will be conducted at 1,040 hours; however, advancement to higher salary steps will not occur until after completion of 4,160 hours. Advancement to Step F is made after five (5) years at Step E. Advancement to Step G is made after five (5) years at Step F.

Golden Sierra makes use of the merit system to maintain a high level of proficiency and to offer opportunity and encouragement for career development within Golden Sierra. The merit system provides that initial appointments and subsequent step increases be made according to the ability of the individual to fill the position.

The performance evaluation affects advancement to regular employee status after the initial introductory period and subsequent merit increases. If an employee believes the evaluation is unfair, they may schedule a meeting with the Executive Director to discuss it. Unsatisfactory Performance Evaluations may be reevaluated in ninety (90) days. Merit increases are granted on the basis of job performance and must be recommended by the employee's supervisor after a formal evaluation. Merit increases are not automatic; they depend on performance and the recommendation of the employee's supervisor.

## **2007 PROMOTIONS**

A promotion usually means advancement to a class with greater responsibilities and, of course, higher pay. Employees should prepare themselves in advance by showing a desire to take on new duties and responsibilities. The employee's past performance and future potential will be evaluated when a promotional opportunity arises for the employee. Golden Sierra will make every effort to help the employee obtain a promotion if they show a genuine desire and the necessary aptitude to advance.

Employees who receive a promotion will serve an introductory period of 1,040 hours. Employees who start at Step A will be eligible for a merit increase upon completion of this introductory period. Employees who start at Step B or above will serve an introductory period but are not eligible for merit increase until the completion of 4,160 hours. A performance evaluation will be conducted at 1,040 hours.

## **2008 RECLASSIFICATION**

### Working out of class - reclassification

When a full-time or part-time employee is required to work or perform certain duties in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, and the employee works in such assignment for more than twenty (20) work days, the employee shall receive compensation for such work retroactive to the first day of the assignment.

Compensation for the higher position will be established under the following conditions:

- A. The employee is assigned to an approved position with an identified Salary Schedule, and has become vacant due to the temporary or permanent absence of the position's incumbent.
- B. The nature of the assignment is such that the employee in the lower classification becomes fully or in part responsible for the duties of the position of the higher classification.
- C. Notwithstanding (A) above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified by the Executive Director in his/her sole discretion, the employee will be entitled to additional pay in accordance with other provisions of this section.
- D. Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- E. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in Agency policy.
- F. Higher pay assignments shall not exceed six (6) months except through re-authorization.
- G. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) working days, no additional waiting period will be required.
- H. Allowable overtime or differential pay will be paid on the basis of the increased rate of pay.
- I. Compensation will be at a rate of a 5% increase above current rate of pay for partially assuming the duties of the higher class, and Step A of higher classification for assuming full duties of higher class.

#### Standard Reclassification

Upon the reclassification of a position because of a change in duties, the employee of the superseded classification shall not immediately gain seniority status in the new classification. The employee may only attain seniority status in the new classification in accordance to the rules relating to promotion, reduction in force, or other appropriate areas. However, if a position is reclassified to a higher level, Golden Sierra may allow an employee of a reclassified position to noncompetitively promote to the position when it finds that the employee has satisfactorily performed the duties of that position for a continuous period of not less than one (1) year before the date on which the position is reclassified.

If an employee elects demotion, in lieu of layoff, and the top step of the salary range for the position to which he or she elects demotion is less than that earned at the date of demotion, that employee's salary shall remain unchanged until the range of the position to which he or she sought demotion exceeds such employee's salary. The employee will not be entitled to step increases or cost of living adjustments until the range exceeds his or her salary. If the employee elects demotion to a lower position than that to which he or she could elect demotion, or if the employee thereafter declines promotion to a higher classification still under the employee's superseded classification, such employee shall only be entitled to receive the difference between her or his original salary and the salary that she or he could have elected to receive. When the salary range of the superseded classification exceeds the employee's salary, the employee shall be entitled to step increases and cost of living adjustments in the manner provided for all employees.

If such employee of the superseded classification does qualify for such new classification and the top step of the salary range for the new classification is less than that earned by such employee at the date of such reclassification, the employee's salary shall remain unchanged until the range of the new position exceeds such employee's salary; at such time as the range exceeds his/her salary, the employee shall be entitled to step increases and cost of living adjustments in the manner provided for all employees.

## **2009 HOURS OF OPERATION**

Generally, Golden Sierra offices are open for business Monday through Friday. However, depending on the needs of the Agency, those days may be expanded. The hours of operation may vary among the locations.

## **2010 MEAL PERIODS AND REST BREAKS**

As a public employer, Golden Sierra is not obligated to provide meal and rest periods. However, it is Golden Sierra's practice to provide employees with a minimum of thirty (30) minutes, non-paid, meal period. It is also Golden Sierra's practice to allow two (2) 15-minute rest breaks, one in the morning and another in the afternoon when employees work eight (8) or more hours per day. Rest breaks are paid as time worked.

It is best to work with the employee's supervisor to determine the best times to schedule a meal period and rest break. Golden Sierra expects that all employees will observe their assigned working hours, including the time allowed for a meal period and rest breaks.

## **2011 TIMEKEEPING REQUIREMENTS**

All employees are required to record time worked on a time sheet for payroll purposes. Employees must record their own time at the start and at the end of each work period. Employees must also leave appropriate notification whenever they leave the building.

The timesheet completed by Golden Sierra employees each pay period is the method by which individual paychecks are generated. Completed and signed timesheets are due in Golden Sierra's Administrative Office no later than Monday following the end of the pay period, unless an earlier day is required because of holidays, etc. Should there be an earlier due date, the employee will be notified.

Employees who fail to turn in their timesheets on time and by the due date, who complete another employees timesheet, or who submit inaccurate time records are subject to disciplinary actions.

## **2012 PAYMENT OF WAGES**

All of Golden Sierra's regular employees are paid every two (2) weeks, which means the employee will receive twenty-six (26) paychecks a year. If the employee has his or her check on a "direct deposit" basis, checks are normally deposited late on Thursday or early on Friday morning. If the employee does not use "direct deposit," the employee's check will be available the following Monday morning, unless the Monday is a holiday, in which case, employees will be notified when their checks will be available.

## **2013 COMPENSATION AND REIMBURSEMENT FOR MANDATORY MEETINGS AND TRAINING**

### **I. Salary**

Golden Sierra will pay employees for their attendance at mandatory meetings, lectures, and training programs. Golden Sierra will also pay employees for necessary travel time to and from mandatory meetings, lectures, and training programs.

A meeting, lecture, or training program is not mandatory unless:

- The meeting, course, or lecture is directly related to the employee's job; and
- The employee's supervisor has notified the employee that she or he is required to attend the meetings, lecture, or training program;

The employee will be paid at his or her regular pay rate for the time spent at mandatory meetings, lectures, or training programs.

Golden Sierra may authorize employees to attend a lecture, meeting, or training seminar on a voluntary basis. Golden Sierra will not pay employees for time, including travel time, under the following conditions:

- Attendance is voluntary;
- The meeting, course, or lecture is not directly related to the employee's job; and
- The employee does not perform any productive work during the instruction session.



## II. Reimbursed Expenses

Golden Sierra will pay actual and necessary expenses, including travel and mileage, incurred in the course of performing services or attending training mandated or authorized by the employee's supervisor or the Executive Director.

Actual and necessary expenses incidental to attendance at meetings or conference will be reimbursed if:

- Such events have as their purpose, programs that will improve the operation of the Golden Sierra.
- Such events have programs that will benefit the employee in the performance of assigned Golden Sierra duties.
- Approval has been obtained in advance from the Executive Director or supervisor.

Expenses are reimbursable in accordance with the following schedule:

NOTE: ALL TRAVEL ARRANGEMENTS MUST BE approved by the Executive Director. If not approved, REIMBURSEMENTS MAY BE CONSIDERED UNAUTHORIZED AND MAY NOT BE REIMBURSED.

### A. Registration Fees:

1. Actual costs. A detailed receipt is required.

### B. Travel:

1. Use of private vehicle.
2. Actual cost of commercial transportation and taxi fares. A detailed receipt is required.
3. Miscellaneous expenses for parking, bridge tolls, etc. A detailed receipt is required.

### C. Meals:

1. Conference Meals: Those meals which are an official part of a conference or meeting, held at a central location, and including a speaker, will be reimbursed at actual cost. A detailed receipt is required.

2. Other Meals: Those meals consumed while in transit, or while attending a conference or meeting, will be reimbursed as shown below:

<u>Meal</u>	<u>Maximum Allowance</u>	
	Standard	High Cost Area*
Breakfast	\$10.00	\$15.00
Lunch	\$15.00	\$20.00
Dinner	\$25.00	\$30.00

\*Per IRS Bulletin 2016-41 Notice 2016-58 or subsequent

Meal reimbursement may be granted if the employee is more than thirty (30) miles from the employee's "home office", and on Golden Sierra business which encompasses the employee's normal meal period. Meal reimbursement will not include the costs of alcoholic beverages.

Definitions:

Encompassing the employees' normal meal period: unable to arrive at or return to employee's "home office" during normally scheduled meal period.

Normal meal period: breakfast/dinner = 1 hour before/after normally scheduled start time; lunch = normally scheduled lunch period

D. Lodging:

1. Will not be reimbursed for travel wholly between the hours of 7:00 a.m. and 7:00 p.m.
2. Golden Sierra may authorize expenses for lodging for the following reasons:
  - a. The employee is more than seventy-five (75) miles from home and being detained so that the employee would not normally reach home until three hours after the normal work assignment ending time, or 10:00 p.m., whichever is later; or
  - b. The employee is more than seventy-five (75) miles from home and duties require remaining at that location the following day; or
  - c. Severe inclement weather, physical exhaustion, or other circumstances pose a compelling safety hazard that would warrant overnight lodging to ensure the safety of the employee.
3. Actual cost may be claimed. A detailed receipt is required.

E. Mileage Claims:

If at any time in the course of employment, the employee might be expected to operate the employee's personal motor vehicle, proof of adequate automobile insurance coverage is required.

Reimbursements for mileage will align with current IRS allowable rates.

F. Submittal of Claims:

Mileage claims are to be submitted on a calendar month basis. To be eligible for payment, claims must be received in the Fiscal Department of the Administrative Office no later than ninety (90) days after travel has completed. With the exception of fiscal year-end, June claims must be in by deadline given each year by the Executive Director.

## **2014 OVERTIME**

It is the general policy of Golden Sierra to avoid the necessity for overtime work whenever possible. Overtime shall be held to a minimum consistent with efficient operation and shall only be used to cover emergencies or where working employees overtime is more economical than adding regular or extra-help employees.

### **I. Definitions**

- Overtime: Any period of authorized work performed by an employee in excess of forty (40) hours a week.
- Workday: The 24-hour period beginning at 5:01 p.m. each calendar day.
- Workweek: The 7-day period beginning at 5:01 p.m. on Friday and ending at 5:00 p.m. the following Friday.

### **II. General Provisions**

Overtime must be authorized in writing, in advance, by the appropriate supervisor or the Executive Director. If overtime is worked without prior authorization by the supervisor or Executive Director, disciplinary actions may be taken.

When overtime is necessary to provide essential Golden Sierra service, and it has been authorized, the employee working overtime shall submit to his/her supervisor, a written statement within one working day of authorization, stating:

- 1) Employee's name;
- 2) Date and hours of overtime worked; and
- 3) Nature of service performed during the overtime.

This statement shall be initialed by the supervisor and attached to the employee's time sheet for the period in which the overtime was worked. Management classifications may not earn overtime compensation.

## **2015      ADVANCES**

Golden Sierra does not permit advances against paychecks or against unaccrued vacation.

## **2016      PERSONNEL RECORDS**

Employees and former employees have the right to inspect certain documents in the employee's personnel file, as provided by law, in the presence of a Golden Sierra representative at a mutually convenient time.

The employee may add the employee's version of any disputed item to the file. The employee has the right to petition the Executive Director to have letters of reprimand removed from the employee's file after three (3) years and suspensions of five (5) days or less removed from the employee's file after five (5) years following the date of the action if no subsequent discipline has occurred. The Executive Director has the discretion to grant or deny such requests.

Golden Sierra will attempt to restrict disclosure of the employee's personnel file to authorized individuals within Golden Sierra. Any request for information from personnel files must be directed to the Executive Director or supervisor. Only the Executive Director, or designee, is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, Golden Sierra will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

Personnel files are maintained in the Administrative Office. The employee is responsible for keeping personal information updated.

## **2017      OPEN DOOR POLICY**

Suggestions for improving Golden Sierra are always welcome. At some time, an employee may have a concern, suggestion, or question about his or her job, working conditions, or the treatment she or he is receiving. An employee's good-faith concern, questions, and suggestions are also a concern to Golden Sierra. Golden Sierra asks

1. Within a week of the occurrence, the situation should be brought to the attention of their immediate supervisor who will then investigate and provide a solution or explanation;
2. If the problem persists, the employee may put it in writing and present it to the Executive Director who will investigate and provide a solution or explanation. It is recommended that the employee bring the matter to the Executive Director's attention as soon as possible after they believe their immediate supervisor failed to resolve the matter.

This procedure may not result in every problem being resolved to the employee's satisfaction. However, Golden Sierra values the employee's input and the employee should feel free to raise issues of concern, in good faith, without the fear of retaliation.

## **2018 EMPLOYEE REFERENCES**

All requests for references must be directed to the payroll department. Golden Sierra's policy as to references for employees who have left Golden Sierra is to disclose only the dates of employment and the title of the last position held. If the employee authorizes disclosure in writing, Golden Sierra may also provide a prospective employer with the information on the employee's final rate of pay.

## **2019 NEPOTISM**

Golden Sierra will regulate, restrict, or prohibit the employment of relatives when it may have a detrimental effect on supervision and morale, or is necessary for proper and efficient operation and delivery of services.

1. No relative of an employee may serve in or be appointed, promoted, demoted, or transferred to a position which involves a direct supervisor-subordinate relationship. For purposes of this rule, the Executive Director is considered in the direct line of supervision of all employees in the Golden Sierra.
  - A. "Direct line of supervision," as defined for purposes of this rule, includes any situation in which the employee would be in a position to affect the terms and condition of another's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation.
  - B. A "relative" is defined as spouse, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law of the employee or spouse, children of the employee or spouse's children, employee's grandchildren, or any other person whose relationship to the employee is that of a dependent.
2. Employees who become relatives, after the effective date of this rule, and work in a direct supervisor-subordinate relationship shall also be subject to this rule.
  - A. In applying this subsection Golden Sierra will initially allow the affected employees to determine which employee will remain in his or her current position. If the affected employees have no preference, the Executive Director, with permission of Governing Body, shall determine which of the employees will remain in his or her current position, giving consideration to the work history and seniority of the employees affected.
  - B. As to the other employee, the Executive Director will attempt to make a mutually acceptable transfer to a similar position. If a mutually acceptable transfer cannot be made, that employee shall be subject to layoff as defined in Section 2020.

3. The Governing Body may waive this rule with an acceptable showing of unusual or exceptional circumstances when this rule would otherwise prohibit the promotion, transfer, or demotion of a regular employee. To be considered by the Governing Body, such action must be initiated by the appointing authority or the employee and recommended by the appointing authority. The foregoing waiver process must be completed prior to certification from an eligible list, approval of transfer, or approval of a voluntary demotion of an employee into a situation that would cause nepotism, as defined by this rule.
4. An exception to this nepotism rule shall be in the case of a voluntary transfer or demotion due to a layoff. However, every effort should be made to avoid creating a supervisor-subordinate relationship as a result of the transfer or demotion.

## **2020 CONFLICT OF INTEREST**

Situations of actual or potential conflict of interest are to be avoided by all employees. Personal or romantic involvement with a competitor, supplier, or subordinate employee of Golden Sierra, which impairs an employee's ability to exercise good judgment on behalf of Golden Sierra, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships can also lead to supervisory problems, claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict exists, Golden Sierra may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts that constitute or may constitute an actual or potential conflict of interest may result in disciplinary action.

## **2021 REDUCTION IN FORCE**

Golden Sierra is a publicly funded agency. Layoffs may occur because of a reduction in grant funds or because of a lack of work.

A. Layoff Plan. When Golden Sierra determines there is a need to layoff Local 39 represented employees, the Union will be given a written notice prior to issuing layoff notices to employees and the layoffs will be conducted in conformity with the parties' MOU.

B. Seniority Lists. When Golden Sierra provides Local 39 with a notice of layoff, Golden Sierra will provide the Union seniority lists for the impacted classifications which will include classification and employer seniority. Concurrently, these lists will also be posted in the impacted departments.

C. Layoff Notification. Golden Sierra will send written notice to the last known address of each employee affected by a layoff as soon as it is able prior to the effective date of such action.

Unrepresented employees will be laid off in a manner determined by the Executive Director.

## **2022 INVOLUNTARY TERMINATION AND PROGRESSIVE DISCIPLINE**

For bargaining unit members, progressive discipline and involuntary termination of employment is governed by the applicable Memorandum of Understanding.

The following procedure shall be the exclusive procedure of employees not included in the bargaining unit.

A. Definitions.

“Discipline” shall mean discharge, suspension without pay, demotion, or reduction of wages of an employee.

“Day” means calendar day unless otherwise specified.

B. Power to Discipline. The Executive Director, for cause, may impose discipline on a regular employee as set forth below.

C. Grounds for Discipline. The following shall be grounds for disciplinary action:

1. Unauthorized absence.
2. Conviction of a felony, a misdemeanor involving moral turpitude or any criminal act. For purposes of this subsection a plea of nolo contendere, or no contest, to any criminal charge, shall be considered to be a plea of guilty to the charge.
3. Disorderly or immoral conduct.
4. Incompetence or inefficiency.
5. Insubordination, including but not limited to failure or refusal to obey orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
6. Causing, creating or participating in a disruption of any kind during working hours on Golden Sierra property.
7. The use of intoxicating liquor or beverages or intoxicated while on duty. The use of drugs or narcotics and/or medications that affects job performance and/or the safety of other persons.

8. Neglect of duty other than incompetence or inefficiency or failure to meet reasonable work performance standards and requirements.
9. Theft, negligence of, or willful damage to, waste of, or unauthorized use or waste of, public supplies, equipment or property.
10. Willful violation of Golden Sierra rules or procedures.
11. Failure to meet reasonable work performance standards and requirements.
12. Discourteous treatment of the public or other employees.
13. Illegal political activity.
14. Sexual or unlawful harassment.
15. Retaliation against any other employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority, any facts or information relative to the actual or suspected violation of any ordinance or Golden Sierra occurring on the job.
16. Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to Golden Sierra or employment.

D. Interim Suspension with Pay. Pending investigation by the Executive Director of charges against an employee, the Executive Director may, in writing, order the employee placed on immediate paid leave of absence. Such suspension may only be made if the Executive Director determines that the security or efficient operation of the department requires such suspension.

E. Initiating Discipline: Notice of Proposed Action. Except as provided below under the section "Disciplinary Suspension with Pay," disciplinary action shall be commenced by the Executive Director preparing a written Notice of Proposed Action containing the following:

- (1) The name of the employee.
- (2) The rules or regulations violated constituting the charges.
- (3) The reasons for which the disciplinary action is proposed to be taken on such charges.
- (4) Any materials upon which the action is based.
- (5) A statement informing the employee of his/her rights to respond, either orally or in writing, to the Executive Director within five (5) working days.



- F. Service of Notice of Proposed Action. The Notice of any Action pursuant to this Article shall be personally served on the employee or served by certified mail.
- G. Confirming Discipline. After considering such responses, oral or written, as the employee may have made, the Executive Director may finalize the proposed discipline by providing the employee with written notice of the Executive Director's final decision.
- H. Effective Date of Discipline. Discipline shall become effective upon the noticing the employee of the final disciplinary decision, subject to the employee's appeal rights set forth below.
- I. Appeal Procedure.

Level 1. If the employee desires to appeal the discipline imposed, the employee may within ten (10) working days of the receipt of the final decision from the Executive Director, or designee, request an appeal of the disciplinary action. The request for a hearing shall be made in writing to the Executive Director, and the parties shall attempt to mutually select an impartial hearing officer. If the parties cannot agree on a hearing officer, Golden Sierra shall request a list of arbitrators from State Conciliation and Mediation Services and select an arbitrator from the list provided. Upon selection of the hearing officer, the Executive Director shall contact the hearing officer, obtain available hearing dates, and communicate those dates to the employee. The first available date permitted by the parties' schedules will be selected

The hearing officer shall conduct a hearing, which shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence.

- (a) The employee and Executive Director shall have the right to call witnesses and present evidence.
- (b) The Executive Director shall be required to release employees to testify at the hearing.
- (c) The hearing officer shall have the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence.
- (d) The employee shall have the right to representation, including legal counsel, if provided by the employee.
- (e) The Executive Director shall furnish a copy of the hearing officer's report to the employee or, if the employee is represented by counsel, to that representative, without cost.

The Governing Body shall review the hearing officer's report and recommendation as follows:

The Governing Body shall have thirty (30) working days from receipt of the hearing officer's report or receipt of the record of the hearing, whichever is later, to issue a written decision accepting, rejecting or modifying the hearing officer's report or recommendation unless the Governing Body and employee mutually agree to a different timeframe.

If the Governing Body rejects or modifies the hearing officer's recommendation, the Governing Body shall specify the reason or reasons why the recommended disposition is rejected in a written statement, which shall have direct reference to the facts, and shall specify whether the material factual findings are supported by substantial evidence. The decision of the Governing Body shall be final, subject to a Level 2 appeal.

Hearing Officer Cost. Each party shall bear its own expense in connection with the hearing. However, the cost of the hearing officer shall be borne equally.

Level 2. An employee may challenge the decision of the Governing Body rejecting or modifying the hearing officer's recommendation by filing a writ of mandamus pursuant to Section 1094.5 of the Code of Civil Procedure in the appropriate court.

## **2023 VOLUNTARY TERMINATION**

If the employee wishes to leave Golden Sierra in good standing, the employee should give at least two (2) weeks' notice of such intention to the employee's supervisor.

If the employee decides to resign, no matter what the reason, the employee is entitled to either withdraw the employee's retirement contributions from PERS or leave contributions in the PERS system. In addition, earned vacation balances reflected on the employees pay stub will be paid out in a lump sum.

## **2024 RETIREMENT**

If the employee is employed by Golden Sierra at the time of the employee's retirement, the employee is entitled to apply all accumulated unused sick leave hours as of the employee's effective retirement date towards PERS Service Credit pursuant to PERS statutes and/or regulations. Detailed information is contained in Golden Sierra's retirement planning booklet, which is available on Golden Sierra's shared drive. Earned vacation balances reflected on the employees pay stub may be withdrawn in a lump sum upon employee's request, or used as described in Golden Sierra's retirement planning handbook.

## **CHAPTER THREE**

### **3000 OUTSIDE EMPLOYMENT**

No employee shall be permitted to accept employment outside of Golden Sierra if:

- a. The outside employment leads to a condition resulting in grounds for discipline as described in Golden Sierra's Involuntary Termination and Progressive Discipline policy;
- b. The nature of the work is such that it will reflect unfavorably on the employee or the Golden Sierra; or
- c. The additional duties to be performed are in conflict with duties required by the employee's agency service.

### **3001 OFF-DUTY USE OF FACILITIES FOR UNION ACTIVITIES**

Employees are prohibited from being on Golden Sierra's premises or making use of Golden Sierra facilities while not on duty without approval from the employee's supervisor.

For use of facilities for union activities the following applies:

1. Employee Contact. The Union Representative of the International Union of Operating Engineers shall have the right to contact individual employees working within the representation union on matters of Union business providing such contact does not unduly interfere with the work of the employee or employer. When contact is made at the worksite of the employee during normal business hours, it shall be after prior approval of the employee's supervisor. Such approval shall not be unreasonably denied.
2. Meetings. Any authorized representative of the Union shall be permitted to conduct employee meetings on matters within the scope of representation, in employer facilities, before and after shifts and during meal periods providing that reasonable notice be given to the Executive Director or designee in advance and facilities are reserved.

The Union shall have use of employer facilities for meetings of off duty employees and the Union, provided that the Union has requested the facility reasonably in advance of the meeting and has received approval of use from the department in charge of the facility on the same basis as other organizations.

### **3002 USE OF GOLDEN SIERRA PROPERTY IN CONNECTION WITH NON-GOLDEN SIERRA EMPLOYMENT**

No Golden Sierra employee shall be permitted to use Golden Sierra's records, material, equipment, facilities, or other resources in connection with employment for a third party:

- a. During the employee's normal working hours; or
- b. During any time period when the records, material, equipment, facilities or other resources are not available to the general public; or
- c. During any period of time when the employee's office is normally closed and the records, material, equipment, facilities or other resources are within the employee's office.

### **3003 RESTRICTION ON POLITICAL ACTIVITY**

No Golden Sierra employee shall do any of the following:

- a. Use Golden Sierra equipment or facilities for political purposes.
- b. Display, distribute, or post any political sign, poster, or other writing on any Golden Sierra equipment or facilities.
- c. Use official authority or influence to interfere with or affect the results of an election or a nomination for office.
- d. Solicit or coerce subordinates to contribute to support of a political party or candidate. Nothing in this section shall be deemed to prevent employees from wearing attached to their clothing a pin, badge or other device expressing political support for any person or issue.

### **3004 ALCOHOL AND DRUG ABUSE**

#### **I. Purpose**

It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While Golden Sierra has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public, as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance. While Golden Sierra will be supportive of those who seek help voluntarily, Golden Sierra will be equally firm in identifying and disciplining those who report to work under the influence of alcohol or drugs, or whose off-duty use of drugs or alcohol impairs their work performance.

Supervisors will be trained to recognize symptoms of substance abuse and become involved in this control process. Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of Golden Sierra's managers and employees. Golden Sierra will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs, or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or damage to Golden Sierra's reputation.

**II. Policy** It is Golden Sierra's policy that employees shall not be under the influence of, or in possession of, illegal drugs; possess alcohol or drugs while on Golden Sierra property, at work locations, or while on duty or standby duty; utilize such substances while they are subject to Golden Sierra duty; sell or provide drugs to any other employee or to any person while such employee is on duty or subject to being called; nor have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify his or her supervisor, before beginning work, when taking medications or drugs that could foreseeably interfere with the safe and effective performance of duties or operation of equipment, can result in discipline, up to and including termination. If there is a question regarding whether an employee can safely and effectively perform assigned duties while using such medications or drugs, Golden Sierra may request clearance from a qualified physician.

Golden Sierra reserves the right to search, without employee consent, all areas and property in which Golden Sierra maintains control or joint control with the employee. Otherwise, Golden Sierra may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by Golden Sierra.

If Golden Sierra reasonably believes that an employee is under the influence of drugs or alcohol, the employee may be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the worksite.

Golden Sierra may require an employee to obtain medical clearance to return to work when it appears that the employee is impaired. The medical care provider may

administer a drug or alcohol screen. Refusal to obtain medical clearance when requested by Golden Sierra management or law enforcement personnel may constitute insubordination and may be grounds for discipline.

Golden Sierra is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

### **III. Application**

This policy applies to all employees of and to all applicants for staff positions with Golden Sierra. This policy applies to alcohol and all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

### **IV. Management Responsibilities And Guidelines**

The Executive Director and supervisors are responsible for reasonable enforcement of this policy.

The Executive Director and supervisors will request that an employee obtain a medical clearance to work when there is a "reasonable suspicion" that an employee is impaired, intoxicated, or under the influence of drugs or alcohol while on the job or subject to stand-by duty.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is impaired, or under the influence of drugs or alcohol, so that the employee's ability to perform his or her job safely is greatly reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- (1) Slurred speech;
- (2) Alcohol odor on breath;
- (3) Unsteady walking or movement;
- (4) An accident involving Golden Sierra property;
- (5) Physical altercation;
- (6) Verbal altercation;
- (7) Unusual behavior;
- (8) Possession of alcohol or drugs;
- (9) Information obtained from a reliable person with personal knowledge.

The Executive Director or the supervisor requesting an employee to obtain a medical clearance, which may include a drug and/or alcohol test, should document in writing the facts constituting reasonable suspicion that the employee in question is impaired.

The Executive Director or supervisor encountering an employee who refuses an order to obtain a medical clearance shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then impaired, including under the influence of alcohol or drugs, the Executive Director or supervisor should detain the employee for a reasonable time until the employee can be safely transported home.

## **V. Employee Responsibilities**

An employee must:

- (1) Not report to work or be subject to duty while his or her ability to perform job duties is impaired due to on- or off-duty alcohol or drug use;
- (2) Not possess or use impairing drugs (illegal drugs and prescription without a prescription) during working hours or while subject to duty, on breaks, during meal periods or at any time while on Golden Sierra property;
- (3) Not directly or through a third party sell or provide drugs to any person, including any employee, while either employee or both employees are on duty or subject to being called;
- (4) Submit immediately to medical screening, including an alcohol and/or drug test, when requested by a responsible Golden Sierra representative;
- (5) Notify his or her supervisor, before beginning work, when taking any medication or drugs, prescription or non-prescription, that may interfere with the safe and effective performance of duties or operation of Golden Sierra equipment; and
- (6) Provide, within twenty-four (24) hours of request, a bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

## **VI. Medical Examination And Procedure**

The medical screening administered will be to determine whether the employee can safely perform his or her job duties without harm to the employee or others. The screening may include drug and alcohol screening for any substance that would impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medication, heroin, cocaine, morphine and its derivatives, PCPs, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.



## **VII. Results Of Drug And/Or Alcohol Analysis**

1. Pre-Employment Medical Examination for Safety Sensitive Positions:
  - (a) A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties, or responsibilities.
  - (b) If a drug screen is positive at the pre-employment medical examination, the applicant must provide within twenty-four (24) hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform job duties, the applicant may not be hired.

2. During Employment Medical Examinations or Alcohol/Drug Tests:

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination.

If the drug screen is positive, the employee must provide within twenty-four (24) hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the employee has not previously notified his/her supervisor, the employee will be subject to disciplinary action up to and including discharge.

If an alcohol or drug test is positive for alcohol or drugs, Golden Sierra shall conduct an investigation to gather all facts. A decision to discipline or discharge will be carried out by the Executive Director or designee.

## **VIII. Confidentiality**

Laboratory results or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Executive Director. The reports or test results may be disclosed to Golden Sierra management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: 1) the information is compelled by law or by judicial or administrative process; 2) the information has been placed at issue in a formal dispute between the employer and employee; 3) the information is to be used in administering an employee benefit plan; and 4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

### **3005 PUNCTUALITY AND ATTENDANCE**

Employees of Golden Sierra are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for the employees' fellow employees and supervisors. When any employee is absent, others must perform their workload, just as an employee must assume the workload of others who are absent.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Golden Sierra business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

If an employee is unable to report for work on any particular day, he or she must call his or her supervisor when the employee is scheduled to begin working for that day. If the employee does not call at the scheduled starting time, the employee will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees must also inform their supervisor of the expected duration of any absences. Employees who are absent due to extenuating circumstances must call in on any day they are scheduled to work and will not report to work. Excessive tardiness and absenteeism will be grounds for disciplinary action.

Employees who are absent for three (3) days within their normal work week without being on authorized sick time, authorized vacation, or authorized leave of absence, will be deemed to have abandoned their employment with Golden Sierra. Any unauthorized absence during any portion of an employee's normal working day shall be an unauthorized absence for the entire day. Nothing in this section shall prevent the Executive Director or the employee's supervisor from suspending or discharging an employee on account of unauthorized absence. The Executive Director shall send, by certified mail, final termination documents to an employee at least five (5) days prior to terminating an employee. However, the resignation may be rescinded by the Executive Director if an employee can present satisfactory reasons for her or his absence in writing within five (5) days of receipt of the termination paperwork. If the resignation is not rescinded by the Executive Director, the employee will be notified by certified mail.

### **3006 PERSONAL STANDARDS**

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean, and tasteful. Avoid clothing that can create a safety hazard. In addition, please be considerate of individuals with sensitivity to fragrances and avoid wearing perfumes, colognes, and similar scented products in the workplace. Golden Sierra may issue more specific guidelines.

### **3007 CUSTOMER RELATIONS**

Employees are expected to maintain acceptable personal hygiene standards and be polite, courteous, prompt, and attentive to all clients and other staff members. If a situation arises where the employee does not feel comfortable or capable of handling the problem, a supervisor should be called immediately.

### **3008 CONFIDENTIALITY**

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of the employee's work, an employee may have access to confidential information regarding Golden Sierra, its clients, or fellow employees. The employee is obligated to protect confidential information, and may not reveal or divulge any confidential information unless it is necessary for the employee to do so in the performance of his or her duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by the employee's supervisor. Any breach of this policy will not be tolerated and Golden Sierra may impose discipline or take legal action.

### **3009 BUSINESS CONDUCT AND ETHICS**

The Golden Sierra Job Training Agency continually strives to meet the highest standards with regards to internal controls. In an ongoing effort to improve these controls, the Agency has adopted the following code of ethics.

#### **▪ CONFIDENTIAL INFORMATION –DISCLOSURE PROHIBITED**

Disclosure of confidential information by any employee or official is prohibited. Employees and officials must respect and protect information that they have access to by virtue of their position and office. No employee or official shall be a party to illegal or improper activity associated with access to confidential information.  
**INCOMPATIBLE ACTIVITY**

No employee or official shall engage in any business or have financial interest which is in conflict with the proper discharge of his or her official duties. Employees and officials are also subject to Government code sections 1090, 1126, and 87100.

#### **▪ GIFTS AND GRATUITIES**

No employee or official shall accept any fee, compensation, gift, or payment of expenses which results in private gain in return for preferential treatment.

Employees may not receive gifts or gratuities exceeding \$20 per occurrence not to exceed \$100 per calendar year. For purposes of this limit, "gifts or gratuities", includes anything of value, including but not limited to, meals and entertainment. As set forth in the preceding paragraph, however, an employee may never accept a gift or gratuity, regardless of value, if the receipt of the gift or gratuity results in preferential treatment for the giver.

#### **▪ FAVORED TREATMENT**

No employee or other official shall grant any special consideration, treatment or advantage to any person beyond that which is available to every other person in a similar circumstance.

- **INFLUENCE DECISION**

It is the duty of every employee and official to discourage any inappropriate contact or encroachment on one's official duties by others seeking to influence a decision.

- **UPHOLD LAWS**

All employees and officials must uphold and adhere to all federal, state and local laws, ordinances and regulations and never be a party to their evasion.

- **DILIGENT WORK AND EFFORT**

All employees and officials shall conduct and perform duties and responsibilities diligently and promptly, giving a full day's work for a full day's pay.

- **BE EFFICIENT AND ECONOMICAL**

All employees and officials should, on a continuous basis, seek to find ways to do their jobs more efficiently and economically.

- **EXPOSE CORRUPTION**

It is the duty of every employee and official to expose corruption wherever discovered.

- **PUBLIC TRUST**

All employees and officials shall uphold the principles of this Code mindful that as stewards of public funds and trust our duties exist to serve the needs of all the citizens of the counties we represent.

- **PRIVATE USE OF GOVERNMENT RESOURCES PROHIBITED**

Employees and officials are prohibited from using Agency owned equipment, materials, records, and other informational resources, and any other property for their private or personal benefit.

- **HONESTY AND INTEGRITY IN PUBLIC DUTIES**

Employees and officials shall dedicate themselves to the highest ideals of honor and integrity and conduct official duties in a professional and caring manner.

### **3010 MEDIA CONTACT**

Employees may be approached for interviews or comments by the news media. The employee must decline comment and direct the media representative to the employee's supervisor.

### **3011 SOFTWARE LICENSE AGREEMENT/COPYRIGHT LAWS**

The following policy outlines the procedures that all employees of Golden Sierra must adhere to regarding copyright laws and software license agreements.

- 1) Unauthorized copying, unauthorized use, or illegal transmission of computer software is a violation of federal law and may also be a breach of a license agreement, and is therefore prohibited by all employees.
- 2) All software licensing agreements will be observed, as written.
- 3) Unless permitted by the license agreement, copyright laws prohibit the multiple-loading from one disk to multiple machines.
- 4) Employees may not assist others in using, duplicating, or transmitting copies of software obtained in a manner contrary to this policy.

If an employee observes or learns about a violation of this policy, she or he must report it immediately to a supervisor.

## **CHAPTER FOUR**

#### **4000 EMPLOYER PROPERTY**

Desks, cabinets, lockers, and other property are Golden Sierra property and must be maintained according to Golden Sierra rules and regulations. They must be kept clean and are to be used only for work-related purposes. **Golden Sierra reserves the right to inspect all Golden Sierra property to insure compliance with its rules and regulations or for other business purposes, without notice to the employee or in the employee's absence.**

Voice mail, Electronic mail (E-mail), text messages, and other forms of communication are to be used for business purposes only. Golden Sierra reserves the right to listen to voice mail messages and to access and review any electronically-stored messages to ensure compliance with this rule or for other business purposes, without notice to the employee or in the employee's absence.

It may be necessary to assign or change "passwords" and personal codes for the (voice mail, E-mail, computer). Computers, telephone systems, access to the Internet, and software programs are to be used only for company business and remain the property of Golden Sierra. Golden Sierra will keep a record of all passwords and codes used and will override any password if necessary.

Prior authorization must be obtained before any Golden Sierra property may be removed from the premises.

#### **4001 EMPLOYEE PROPERTY**

For security reasons, employees should not leave personal belongings of value in the workplace. An employee's personal property, including, but not limited to, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Golden Sierra property, reasonable suspicion of possession of drugs, weapons, or other items not permitted in the workplace, or for other business purposes.

A Golden Sierra employee suffering damage or loss to personal property, other than cash, including clothing, eyeglasses, and watches and meeting the following criteria, may be reimbursed for such loss provided:

- A. The damage or loss must not be caused in whole or in substantial part by the negligence of such employee; and
- B. The damage or loss must have occurred in the course and scope of the employee's employment; and
- C. For personal property other than clothing, eyeglasses, and watches, the property used in the course and scope of employment must have been identified by value and serial number or other permanent identification by written notification to the property manager. Lack of proper notification will result in denial of any reimbursement.

Loss amounts reimbursable to the employee shall be as follows:

1. For property damaged, but repairable (other than vehicles), the amount payable shall be the reasonable cost of repair or inventory value of the item at the time of damage, whichever is less.
2. For property other than clothing, eyeglasses, and watches, lost or destroyed and not repairable, the amount payable shall be the amount specified on the written notification referenced in Section 4001C, above.
3. For clothing, eyeglasses, and watches, lost or damaged and not repairable, the amount payable shall be the replacement value of the item at the time of damage or loss, subject to verification by the Executive Director.
4. For vehicles stolen or damaged, the amount payable shall be the amount of the employee's insurance deductible.

In order to be reimbursed for a loss, the employee must comply with the following:

1. A loss must be reported to the employee's supervisor within the same day as the loss; and
2. A written report must be filed with the employee's supervisor within five (5) working days, setting forth in detail the circumstances of the loss; and
3. Proof of purchase may be required.

Employees no longer employed by Golden Sierra should remove any personal items at the time they leave Golden Sierra. Personal items left in the workplace by previous employees are subject to disposal within thirty (30) days of termination if not removed when the employment ends.

#### **4002 SECURITY**

The following security considerations are offered to help maintain a secure workplace. Be aware of persons loitering for no apparent reason (in parking areas, walkways, entrances, exits, and service areas). Report any suspicious persons or activities to a supervisor. Secure the employee's desk at the end of the day or when called away from the employee's work area for an extended length of time and do not leave valuable or personal articles in or around the employee's workstation that may be visible or accessible.

#### **4003 HEALTH AND SAFETY**

Every employee is responsible for his or her own safety and the safety of others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, Golden Sierra maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, Golden Sierra will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.



#### **4004 SMOKING POLICIES**

Smoking is not allowed in any enclosed area of the facility, or within twenty (20) feet of a main exit, entrance or operable window, as per federal and state law.

#### **4005 EMPLOYEES WHO ARE REQUIRED TO DRIVE**

All employees operating vehicles on official Golden Sierra business must be insured and properly licensed. Golden Sierra requires a record of automobile insurance coverage for each employee using a private vehicle for Golden Sierra business. When an employee uses a private vehicle for Golden Sierra business, the employee's insurance coverage will be the primary coverage. Fines and penalties imposed by a court for a traffic violation while on Golden Sierra business are the personal responsibility of the driver. A valid driver's license, issued by the employee's state of residence, shall be in the driver's possession at all times. Vehicles shall be adequately insured. The following minimum insurance levels are required:

Liability

Per person:           \$15,000  
Per Accident         \$30,000

Property Damage: \$5,000

An employee who operates a private vehicle on Golden Sierra business in violation of the license or insurance requirements will immediately lose authorization to drive for business purposes.

For those positions requiring a valid driver's license, Golden Sierra retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage, or who is uninsurable under Golden Sierra's policy.

Employees who drive their own vehicles on Golden Sierra business will be reimbursed for business mileage at the current IRS allowable rate.

#### **4006 CELL PHONE USAGE**

Golden Sierra does not require personal cell phone use for Golden Sierra related duties. As such, Golden Sierra does not compensate employees for personal cell phone use and any such use of your personal cell phone for Golden Sierra related duties is optional and at your expense.

If you believe your duties require cell phone use, please speak to your supervisor about your concerns and possible options.

## **CHAPTER FIVE**

## 5000 HOLIDAYS

Golden Sierra employees are granted the following paid holidays

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

Holidays falling on Saturday are observed on Friday; holidays falling on Sunday are observed on Monday.

Holiday time off is granted based on a full-time workweek of forty (40) hours. Holiday pay for full-time employees is granted at a rate of eight (8) hours per day. Part-time employees are paid on a prorated basis. When a holiday falls on an employee's scheduled day off, the employee is credited with leave time. When a holiday falls on a part-time employee's regularly scheduled workday, the employee shall be required to use available leave time to make up any difference between the holiday pay and the number of hours they would normally have worked, or the employee may obtain written approval to work additional hours at a straight time rate during the holiday week to substitute for available leave hours.

An employee must be in a paid status on his or her regularly scheduled workday preceding a holiday to be eligible to receive holiday pay.

### Floating Holiday

1. During the first full pay period of the calendar year, eight hours floating holiday will be credited to employees. Hours shall be prorated for part-time employees. New employees or employees unable to complete six months (one thousand forty (1,040) straight time hours) prior to December 31st shall not be eligible for any floating holiday that year.
2. New employees who are not able to complete six months (one thousand forty (1,040) hours) regular pay equivalent/straight time) prior to December 31st shall not be eligible for any floating holiday in the year he or she is hired.
3. Floating holidays shall be taken within the calendar year granted; hours shall not carry over from year to year.
4. Floating holidays shall be taken in minimum units of one-quarter hour; and
5. Compensation for any floating holiday earned but not used at the time of termination shall be included in the employee's final paycheck.

## 5001 VACATIONS

After 1,040 hours of continuous employment with Golden Sierra, the employee is eligible for vacation. The amount of vacation received depends upon the total number of hours the employee has worked for Golden Sierra since commencement of the employee's continuous service. The allowance is as follows:

### HOURS OF SERVICE

<u>Hours of Service</u>	<u>Earned Per Hour</u>	<u>Earned Per Pay period (based on 40 hours worked)</u>
<u>0-4,160</u>	<u>0.0385</u>	<u>3.08</u>
<u>4,161-8,320</u>	<u>0.0461</u>	<u>3.68</u>
<u>8,321-18,720</u>	<u>0.0577</u>	<u>4.61</u>
<u>18,721-39,520</u>	<u>0.0769</u>	<u>6.15</u>
<u>39,521 &amp; over</u>	<u>0.0962</u>	<u>7.69</u>

The employee may not carry over more than the maximum amount (indicated below) of vacation hours at any time. If an employee, who has worked ten (10) years or more, reaches the 360 hours limit, they will not continue to accrue any more vacation hours until the employee's balance falls below the limit. An employee with less than ten (10) years of service will not accrue vacation time over 240 hours.

Full-time, benefitted regular employees with less than ten (10) years of service: 240 hours carryover

Full-time benefitted regular employees with ten (10) or more years of service: 360 hours carryover

Management: 360 hours carryover

Part-time employees shall not accrue a percentage greater than that which the employee's work hours bears to a full-time position. For example, a half-time employee who has worked less than 10 years of service shall not accrue more than 120 hundred vacations hours.

If an employee works less than the employee's scheduled hours during a pay period, vacation hours will be accrued on a prorated basis. For example, if an employee works seventy (70) hours during a pay period and the employee's regular scheduled hours are eighty (80), the employee's vacation will be accrued based on the seventy (70) hours worked.

Although the employee is not eligible to take vacation during the employee's introductory period, the employee is accruing vacation time during that period. After the employee has worked 1,040 hours, the employee's account will be credited with hours of accrued vacation. When an employee leaves Golden Sierra employment, the employee will be paid for all accrued, unused vacation.

### Vacation - How Taken

1. Vacation with pay shall be taken in minimum units of one-quarter hour; and
2. It shall not be allowed, or taken, until earned; and
3. It may only be granted upon the approval of the employee's supervisor or the Executive Director, if proper notification has been made.
4. Employees will be required to use available vacation hours based upon the employee's regular work schedule, prior to going into an unpaid status.

## **5002 EMPLOYEE BENEFITS**

All regular and limited term Golden Sierra employees whose work schedule is at least twenty (20) hours per week are entitled to benefits in addition to regular pay. With the exception of PEMCHA, Employees working 20-29 hours per week will receive a prorated employer contribution toward all benefits offered regular full-time employees. For purposes of PEMCHA, any employees working 20 hours or more, Golden Sierra will make a healthcare contribution to CalPERS on behalf of that employee.

## **5003 SICK LEAVE**

A. Definition. Sick leave is defined to mean absence from duty by any employee:

1. For the employee's own illness, injury, or exposure to contagious diseases that incapacitates the employee from performing her or his duties, or for the employee's own medical or dental examinations; or
2. To care for a Family Member or Designated Person when those persons are ill, injured, or receiving medical care, treatment, or diagnosis. Family Member is defined as the employee's spouse or registered domestic partner, child, brother, sister, parent, spouse's parent, grandparents, or grandchild.; or
3. For specified purposes in California Labor Code sections 230 (c) and 230.1(a) for an employee who is the victim of domestic violence, sexual assault or stalking.

B. How Computed. Each regular and limited term Golden Sierra employee shall be entitled to sick leave with pay, which shall accrue on the basis of .0462 hours for each paid regularly scheduled working hour of full-time employment. Part-time regular and limited term employees shall be entitled to sick leave with pay which shall accrue in the same proportion to one (1) day for each full month's continuous service that the employee's work time bears to the normal workday for a full-time employee. If an employee works less than the employee's scheduled hours during a pay period, sick leave will be accrued on a prorated basis.

For example, if an employee works and is paid for seventy (70) hours during a pay period and the employee's regular scheduled hours are eighty (80), the employee's sick leave will be accrued based on the seventy (70) hours of work.

1. For regular and limited term full-time and part-time employees, unused sick leave with pay may be accumulated from year to year; and
2. All regular or limited terms full-time and part-time employees shall be allowed to use accrued sick leave as earned, whether or not on introductory status.

Extra Help employees will receive twenty four hours (24) of sick leave upon hire. Annually, during the final pay period that includes June 30, any sick leave accrued will be vacated. In the following pay period that includes July 1, the employee will be provided another twenty four hours (24) of sick leave for use during the fiscal year.

C. Limitations, General. Sick leave absences with pay because of death in the employee's immediate family shall not exceed five(5) days for each instance.

Employees absent on sick leave with pay for ninety (90) days or longer shall not be permitted to return to duty without a physician's certificate attesting to the employee's ability to perform her/his normal duties.

D. Limitations, Workers' Compensation Benefits. An employee receiving Workers' Compensation benefits representing payment for wages, shall only be entitled to use accumulated sick leave to the extent that sick leave compensation represents the difference between Workers' Compensation benefits and employee's normal wage.

E. Medical Insurance Continuation. Golden Sierra will pay its normal employer contribution for the group medical insurance premium for a period not to exceed one year for any employee covered by Golden Sierra's group medical insurance plan who is on a medical leave, and whose illness or injury has extended over a period of more than thirty (30) calendar days, and who has exhausted all current income from salary, accrued sick leave, vacation and floating holiday.

Golden Sierra will pay its normal contribution for the group medical insurance premium for any employee covered by Golden Sierra's group medical insurance plan who is drawing benefits for industrial injury or illness and whose industrial injury or illness has extended over a period of more than thirty (30) calendar days, and who has exhausted all current income from salary and sick leave.

For those employees who are on a family care leave or leave for a serious health condition, Golden Sierra will pay its normal contribution for group medical insurance for the first twelve (12) workweeks of the leave in a 12-month period. The employee will be responsible for the employee's customary share of health premium, if any. This does not include payment for dental, vision, life or accidental death insurance.

For those employees who are on leave for disability arising from pregnancy, childbirth, or a related medical condition, Golden Sierra will pay its normal contribution for group medical insurance for the first four months of the leave. The employee will be responsible for the employee's customary share of health premium, if any. This does not include payment for dental, vision, life or accidental death insurance.

If the employee fails to return from leave, Golden Sierra may recover the premiums paid on the employee's behalf.

If the employee has exhausted all income from salary, accrued sick leave, vacation, and compensatory time off prior to the twelve weeks, but after thirty (30) days of illness or injury, Golden Sierra will pay its normal contribution for the group medical insurance premium.

Whenever the employee has exhausted all paid time off, the employee should make arrangements to pay his or her portion of the group medical premium in advance, as there will be no ability to pay the premium through payroll deduction.

F. Sick Leave - How Taken.

1. Sick Leave with pay shall be taken in minimum units of one-quarter hour; and
2. It shall not be allowed, or taken, until earned; and
3. It may only be granted upon the approval of the employee's supervisor or the Executive Director, if proper notification has been made.

**5004 SICK LEAVE CONTRIBUTIONS**

Regular **and limited term** employees shall be entitled to voluntarily donate vacation hours to another employee, based on the following criteria:

1. To be eligible to receive a donation, an employee or immediate family member must have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke serious injury, etc., and must have exhausted all personal vacation and sick leave, or soon will have exhausted such leave, resulting in the employee being in a no-pay status.
2. Donations to be made to specified individuals only.
3. The person receiving the donated hours must have regular or limited term status with Golden Sierra.

4. Donated vacation hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate, and credited to the sick leave balance of the donee by converting the dollar amount donated to the donee's hourly rate. Example: Employee A is at twenty dollars (\$20.00) per hour and donated one hour to Employee B who is making ten dollars (\$10.00) per hour, then employee B would be credited with two hours of sick leave. Conversions for crediting will be rounded to the nearest one-half hour increment.
5. Once donated to an individual, vacation hours cannot be reclaimed by donor. Example: Employee A donates five vacation days to Employee B. Employee B needs to use only four days, and then returns to work. That remaining day is Employee B's to keep; it does not revert back to Employee A's vacation account.
6. When an employee is utilizing donated hours, they will not accrue additional vacation, sick leave, or seniority time.
7. The maximum time that may be initially donated into an employee's account is 1,040 hours. Additional time may be donated in amounts not exceeding 4,160 hours (equivalent to two (2) years full-time employment). To be eligible to receive more than the original 1,040 hours limit, there must be a favorable prognosis for recovery and a predictable date of return to work.
8. In no event shall donated time have the effect of altering the employment rights of Golden Sierra or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
9. Management staff are not eligible to donate hours or to receive donated hours.

## **5005 LEAVES OF ABSENCE**

1. Temporary Leaves. The Executive Director may grant leaves without pay for temporary periods that shall not exceed thirty (30) days. Leaves of absence of five (5) days or less during each fiscal year are not normally treated as leaves, but rather as excused absences without pay.
2. Extended Leaves. The Executive Director may grant a leave of absence, without pay, for a period of not less than thirty (30) days and not longer than one (1) year, for illness, disability, or personal reasons. The maximum time period for which the initial approval of a leave of absence will be granted is six months. The Executive Director may grant an extension not to exceed an additional six (6) months. Extensions beyond one (1) year, up to a maximum of one (1) additional year, may be approved in increments of not more than six (6) months. However, such



circumstances must be clearly based on unusual circumstances or, where the leave is for medical reasons, there must be a favorable prognosis for recovery and a predicted date of return to work.

- A. On-the-Job Injury. An on-the-job injury shall be approved automatically, subject to determination by the Executive Director that it is, in fact, an on-the-job injury. Such leave will terminate upon certification from the doctor stating that the employee is released for full duty or one year has elapsed, or it is determined that the employee is permanently disabled, whichever occurs first. Extensions beyond one year, up to a maximum of one additional year, may be approved by the Executive Director in increments of not more than six months; however, there must be a favorable prognosis for recovery and a predicted date of return to work.
- B. Pregnancy Disability Leave. An appointing authority shall grant not less than four months Pregnancy Disability Leave if requested by the affected employee (per California Government Code Section 12945(b)(2)). This section does not prohibit an appointing authority from approving Pregnancy Disability Leaves in excess of 4 months.

Employees must provide Golden Sierra with reasonable advance notice of their need for a pregnancy disability leave. In addition, the employee must provide Golden Sierra with a health-care provider's statement certifying the last day the employee can work and the expected duration of the leave.

Pregnancy leaves are generally without pay. If the employee has accrued sick leave, she must use all accrued sick leave before being placed on unpaid leave. The employee may also use accrued vacation time. If the employee wishes to use accrued vacation so that she will be paid for some, or all, of the pregnancy leave she must inform her supervisor. All of those payments will be integrated with any state disability or other wage reimbursement benefits that the employee may receive. The employee will never receive a greater total payment than her regular compensation.

Golden Sierra will maintain, for up to a maximum of four (4) months, any group health insurance coverage that the employee was provided before the leave on the same terms as if she had continued to work.

Upon the submission of a medical certification from a health care provider that the employee is able to return to work, she will, in most circumstances, be offered the same position she held at the time of the leave or an equivalent position. However, the employee will not be entitled to any greater right to reinstatement than if she

had been employed continuously rather than on leave. For example, if the employee would have been laid-off if she had not gone on leave, then she will not be entitled to reinstatement. Similarly, if the employee's position has been filled in order to avoid undermining Golden Sierra's ability to operate safely and efficiently while the employee was on leave, and there is no equivalent position available, then reinstatement will be denied.

If upon return from a pregnancy disability leave the employee is unable to perform the essential functions of the job because of a physical or mental disability, Golden Sierra will attempt to accommodate the employee.

This section does not prohibit an appointing authority from approving Pregnancy Disability Leaves in excess of four (4) months.

C. Filling Vacancies. An allocated position held by an employee on authorized leave of absence will be filled by the Executive Director in the same manner as any other position. If such position is filled by an introductory or regular appointee, such appointee, at the time of appointment, shall be informed by the Executive Director of the possibility of layoff when the employee on leave returns.

3. Family Care and Medical Leave. This policy describes the circumstances and conditions under which an employee may take family care and medical leave. Presently, Golden Sierra does not have sufficient number of employees for employees to be eligible for protected leave under the California Family Rights Act ("CFRA") or the federal Family and Medical Leave Act ("FMLA"). Regardless, Golden Sierra has established the following leave policy *for circumstances and conditions* recognized under CFRA and FMLA. This policy is distinct from the CFRA and FMLA and is not intended to incorporate the application of those laws when there are not eligible employees recognized under the law.

A. Eligibility. All full-time and part-time Golden Sierra employees are eligible if:

(1). They have been employed by Golden Sierra for at least twelve (12) months; and

(2). They have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

B. Leave Description. A family care leave may be taken for the following reasons:

- (1). The birth of a child of the employee or the placement of a child with an employee in connection with adoption or foster care; or
- (2). To care for a parent, spouse, or child who has a serious health condition. A serious health condition is defined as an illness, injury, impairment, or physical or medical condition that warrants the participation of a family member to provide care during a period of the treatment or supervision of the parent, spouse or child and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider; or
- (3). The employee's own serious health condition. A serious health condition is defined as an illness, injury, impairment or physical or mental condition that prevents the employee from performing the functions of his/her position which involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider.
- (4). Family and medical leave time is also permitted when an employee is the spouse, registered domestic partner, son, daughter, parent, or next of kin of a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The employee may take up to a total of twenty-six (26) workweeks of leave during a 12-month period to care for the service member. In addition, employees are entitled to time off for certain absences relating to any "qualifying exigency" because the employee is the spouse, registered domestic partner, son, daughter, or parent has been notified of an impending call or order to active duty. A "qualifying exigency" is one of the following:
  - a. short-notice deployment,
  - b. military events and activities,
  - c. childcare and school activities,
  - d. financial and legal arrangements,
  - e. counseling,
  - f. rest and recuperation,
  - g. post-deployment activities, and

- h. any other activity that arises out of active duty, provided that the employee and Golden Sierra agree, including an agreement regarding timing and duration of the leave.

C. Duration of Leave and How Taken.

- (1). Family care leave shall not be granted for more than twelve (12) weeks in a 12-month period, beginning from the date when the leave first commenced. The leave under this policy must be taken consecutively and cannot be used intermittently. Intermittent leaves can be taken pursuant to the sick leave or vacation leave policies elsewhere in this Handbook.
- (2). For family care leave taken for reason of the birth, adoption or foster placement of a child, the leave shall be taken within one year of the birth or placement of the child with the employee.
- (3). Additional leave may be granted according to the provisions of Extended Leaves section of the Handbook.
- (4). The Executive Director may require the employee to use any accrued sick, vacation, or compensating time off during this period.

D. Application and Certification. Application for family care leave, or an extension of said leave, shall be made in writing to the Executive Director or designee. Whenever possible, the employee shall give thirty (30) days written notice of any request for family leave. If the employee first learned of the event for which leave is requested less than thirty (30) days before the requested start of the leave, the employee shall provide reasonable advanced notice, and as much advance notice as is possible. The request for leave shall state the reason for the leave, the date the leave will begin, and the probable date of return. The employee need not, however, disclose the nature of the medical condition

- (1). Upon application for a leave to care for a parent, spouse, or child with a serious health condition, the employee must provide a certification from the health care provider of the individual requiring care. The medical certification must indicate that the leave is necessary for the care of the individual, or will assist in recovery of the individual, and the expected duration.

- E. As used in this section, the term “child” includes biological, adopted, foster, stepchild, legal ward or a child of a person standing in loco parentis (responsible as a parent) who is either under eighteen (18) years of age or an adult dependent child. An adult dependent child is an individual who is eighteen (18) years of age or older and who is incapable of self-care because of a mental or physical disability. The term “parent” includes a biological, foster, adoptive, stepparent, legal guardian, or other person standing in loco parentis (responsible as a parent) to a child, but does not include parent-in-law or grandparent.
- F. All employees returning from an approved family leave shall be provided the same or comparable position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave, provided the leave has not exceeded the twelve (12) week limit.
- G. Accrual of Benefits during Leaves of Absence. No employee on unpaid leave of absence shall accrue sick leave or vacation benefits during the period of the absence.
1. Accrued sick leave and vacation benefits shall not be lost by virtue of a leave of absence.
  2. Time granted for a leave of absence without pay will not be considered as service in computing the service necessary for eligibility for a step increase.
- H. Return from Leave of Absence.
- (1). Medical Certification. An employee who takes family and medical leave as the result of his or her own serious health condition will be required to submit medical certification from a health care provider that the employee is able to return to work.
  - (2). Reinstatement. Upon granting family care or medical leave, Golden Sierra will guarantee reinstatement to the same or comparable position, except in those situations where reinstatement could be denied. Employment in a comparable position means employment in a position that is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions, including privileges, prerequisites, and status.
  - (3). Location. At the expiration of the leave of absence, the employee shall report for duty to the Site Office from which she or he was on leave of absence.

- (4). Change in Date of Return. An employee who learns that the anticipated date of return is either earlier or later than originally anticipated shall immediately advise his or her supervisor. This will assist Golden Sierra in planning for the absence. The employee shall not report for duty prior to the expiration date of his or her leave of absence without the permission of the Executive Director.

## **5006 WORKERS' COMPENSATION**

Golden Sierra, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The Workers' Compensation benefits provided to injured employees may include:

1. Medical care; or
2. Tax free, cash benefits to replace lost wages; or
3. Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives Workers' Compensation benefits to which the employee may be entitled, the employee will need to:

1. Immediately report any work-related injury to the employee's supervisor; and
2. Seek medical treatment and follow-up care if required; and
3. Complete a written Employee's Claim Form (DWC Form 1) and return it to the administrative office; and
4. Provide Golden Sierra with a certification from the employee's health care provider regarding the need for workers' compensation disability leave and the employee's ability to return to work from the leave.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a Workers' Compensation leave of more than four (4) months, the employee will be offered the same position held at the time the leave began, if available. If the same position is not available, an employee's return to work will depend on job openings existing at the time of his/her scheduled return. An employee's return will depend on his/her qualifications for any existing openings. If, after returning from a Workers' Compensation disability leave, an employee is unable to perform the essential functions of his/her job because of a physical or mental disability, Golden Sierra's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act (ADA) Employees will also be afforded any rights guaranteed to them by the Fair Employment and Housing Act (FEHA).

## **5007 RECREATIONAL ACTIVITIES AND PROGRAMS**

Golden Sierra or its insurer will not be liable for the payment of Workers' Compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **5008 BEREAVEMENT LEAVE**

In the event of the death of the employee's current spouse, child, parent, legal guardian, brother, sister, grandparent, grandchild or in-laws (mother, father, sister, brother, son, daughter), the employee may take up to five (5) consecutive scheduled workdays off with pay with the approval of Golden Sierra. Bereavement leave will be taken out of the employee's sick leave or vacation balance. The Executive Director may approve additional unpaid time off

## **5009 MILITARY LEAVE**

Employees who wish to serve in the military and take military leave should contact the benefits officer for information about their rights before and after such leave. An employee is entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time allowed by law.

## **5010 JURY DUTY OR WITNESS LEAVE**

In order that the employee may serve on a jury without loss of earnings, the employee will receive the employee's regular pay for such time, provided the employee reimburses Golden Sierra in the amount of any fees received for such jury duty. When the employee receives payment for serving, the employee must endorse the employee's check over to Golden Sierra in order to be reimbursed. The employee does not have to endorse over payments received from mileage because mileage fees paid for jury duty are not reimbursable. Please contact the employee's supervisor immediately after receiving notification to appear. A copy of the jury summons must be attached to the employee's timesheet as proof of service.

## **5011 TIME OFF FOR VOTING**

If any employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable him or her to vote. Time off to vote shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours. Under these circumstances, an employee will be allowed a maximum of two (2) hours on the election day without loss of pay. Where possible, the employee shall give his or her supervisor at least two (2) days' notice that time off to vote is needed.

## **5012 SCHOOL ACTIVITIES**

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one (1) to twelve (12) may take time off for a school activity;
- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each school year;
- Employee must give “reasonable notice” (at least five (5) working days) of the need for such leave;
- Employees taking leave will be required to use any accrued vacation leave;
- Employees who do not have paid time off available will take the time off without pay; and
- Golden Sierra may request documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.
- 

If an employee who is the parent or guardian of a child is required to visit the child's school to discuss possible suspension, the employee may take time off for the visit. The employee should alert his or her supervisor as soon as possible so that alternative arrangements may be made. Pursuant to California Labor Code section 230.7, no discriminatory action will be taken against the employee for taking time off for this purpose.

## **5013 VOLUNTEER CIVIL SERVICE PERSONNEL**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. An employee is also eligible for unpaid leave for required training. If an employee is an official volunteer firefighter (organized fire department of a city, unincorporated town, county, city, or district, that is officially recognized by the local government in which the department is located), the employee needs to notify their supervisor that they may have to take time off for emergency duty. When taking time off for emergency duty, the employee must notify their supervisor before doing so when possible.

## **5014 VICTIMS OF CRIME LEAVE**

An employee who is themselves a victim or who is the family member of a victim of a violent felony or serious felony may take time off from work under the following circumstances:

- The crime must be a violent or serious felony, as defined by law; and



- The employee must be the victim of a crime, or be an immediate family member of a victim, a registered domestic partner or a victim, or the child of a registered domestic partner of a victim.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

A registered domestic partner means a domestic partner who is registered in accordance with California State law.

The absence from work must be in order to attend judicial proceedings related to a crime listed above.

Before the employee is absent for such a reason, they must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office.

If advance notice is not possible, the employee must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceeding will be unpaid, unless you choose to use your accrued and unused vacation time or unpaid personal leave.

## **5015 LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE**

Any employee who is a victim of domestic violence 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, to help ensure the health, safety, or welfare of the domestic violence victim or his or her child.

In order to take time off to obtain relief from domestic violence, the employee must give Golden Sierra reasonable advance notice of her or his intention to take time off, unless the advance notice is not feasible.

If an employee is absent due to domestic violence, Golden Sierra will not take any action against the employee if, within a reasonable time after the absence, the employee provides appropriate certification of the need for domestic violence time off. The certification may be in any of the following forms:

1. A police report indicating that the employee was a victim of domestic violence.
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence.
3. Other evidence from the court or prosecuting attorney that the employee has appeared in court.

4. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

To the extent allowed by law, Golden Sierra will maintain the confidentiality of the employee's request for domestic violence time off.

Non-exempt employees may use vacation, make up time, or other compensated time off that is otherwise available to the employee for domestic violence time off.

Exempt employees taking domestic violence time off will be paid during their absence, so long as the exempt employee works any portion of the week during which this leave is taken.

#### **5016 ORGAN DONOR LEAVE**

Employees will be granted up to thirty (30) days of time off for organ donation. Employees wishing to take time off for organ donation must provide written certification from a health care provider stating that the employee is an organ donor and that there is a medical necessity for the donation.

Employees will be required to use ten (10) days of accrued sick leave and vacation during organ donation leave. If the employee does not have ten (10) days of accrued sick leave and vacation leave is not sufficient to provide pay for his or her leave, the employee must exhaust the accrued paid time off. Golden Sierra will pay the employee for all remaining organ donor leave, up to a maximum of thirty (30) days.

Golden Sierra will continue the employee's health insurance benefits while the employee is on paid organ donor leave. Vacation, sick leave, and holiday benefits will continue to accrue while the employee is on paid leave.

#### **5017 BONE MARROW DONATION LEAVE**

Employees will be granted up to five (5) days of time off to donate bone marrow. Employees wishing to take time off to donate bone marrow must provide written certification from a health care provider stating that the employee is a bone marrow donor and that there is a medical necessity for the donation.

Employees will be required to use accrued sick leave and vacation during bone marrow donation leave. If the employee's accrued sick leave and vacation is not sufficient to provide pay for the bone marrow donation leave, the employee must exhaust all accrued paid time off. The employee will be paid for all remaining bone marrow donation leave, up to a maximum of five (5) days.

Golden Sierra will continue your health insurance benefits while you are on paid bone marrow donation leave. Vacation, sick leave, and holiday benefits will continue to accrue while the employee is on paid leave.

## **5018 INCLEMENT WEATHER/POWER OUTAGES**

In the event of severe weather or power outages, the following leave policies apply:

1. Inclement weather. If weather conditions are so severe that an employee is not able to reach a work assignment location, or an employee requests to leave a work assignment location early to be able to return home, such absence shall be charged, at the option of the employee, either to leave without pay or vacation time. If the Executive Director or supervisor closes Golden Sierra facilities, due to severe weather, the absence shall be treated as regular hours worked.
2. Power Outages. If power is out but the workspace is still safe, work not requiring electricity should be conducted at the worksite. If the workspace is too dark, too hot, too cold, or unsafe, staff should seek to relocate to an alternate space determined by their supervisor.

If there is no alternate workspace available and supervisors cannot identify other options, employees may be sent home. If employees are sent home early due to a power outage, the absence shall be treated as regular hours worked.

## **5019 NATURAL DISASTERS**

In the event of a natural disaster (such as earthquake, fire, explosion, etc.) the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions on reporting to another location, contact the office if possible.

## **ATTACHMENTS**

**GOLDEN SIERRA JOB TRAINING AGENCY**

**CREDIT CARD USAGE PROCEDURES**

Definition

Golden Sierra has company credit cards for use by authorized staff. The credit cards are used for reasonable, actual, necessary expenses that are in compliance with Golden Sierra's reimbursement policy. All purchases must be initiated by the requestor, and approved before the purchase is made.

A. Use of Credit Card

Credit Cards issued in employee's name may be used to procure items, services for the agency or travel accommodations on behalf of another employee.

B. Obtaining Receipts

- 1) The employee responsible for the credit card is also responsible for obtaining original receipts for all charges made to that card. This documentation is essential in reconciling the purchases made, to the credit card billing; Golden Sierra will not reimburse training expenses without original receipts. Receipts must be taped to an 8 1/2" x 11" paper.
- 2) Responsible employees must also obtain receipts for charges made for employees from other site offices, if that credit card was used. If the credit card is used by another Golden Sierra employee, for any reason, the employee that is responsible for the credit card is still responsible for obtaining the receipts and returning the credit card to the fiscal department.
- 3) All receipts must be itemized.
- 4) The employee signing the receipt/draft must sign their full name. Do not sign "Golden Sierra."
- 5) Meal Receipts must have the names of the employees whose meals were charged on that receipt.
- 6) Lodging receipts must have the names of those staying in a room that has been charged on the credit card. Express check-out cannot be used to pay a lodging bill. Express check-out does not issue a receipt. The lodging receipt must show a \$0.00 balance due.

C. Proof of Attendance

- 1) After being registered for a pre-approved training, seminar or meeting, contact the fiscal department so that a credit card can be reserved. When attending, proof of attendance must be obtained. Acceptable forms of proof are:

- An agenda, if available. (Preferred)

If an agenda is not available:

- ✓ A name tag, showing the name of the training or meeting.
- ✓ A copy of the sign-in sheet.

- 2) Registration information is not proof of attendance. This information only proves that the employee was registered for the event.

D. Allowable Expenses

- 1) The Golden Sierra credit card can only be used for allowable expenses, such as lodging expenses, meals, etc. Expenses must be reasonable, actual, necessary, and in compliance with Golden Sierra's reimbursement policy.
- 2) Any charge that exceeds the maximum amount allowable, identified in section 2013, must not be charged on the card. For example, if the maximum reimbursement for dinner is \$25.00, and the dinner bill is for \$30.00, only \$25.00 can be charged. The remaining \$5.00 must be paid with personal funds.
- 3) Allowable lodging expenses are:
  - a) Room and tax
  - b) Parking
  - c) Meals (see section on Room Service Receipts)
- 4) Telephone charges are not allowable and must not be charged to the credit card, unless they are clearly business related. Connection charges through a lodging facility are higher than standard telephone connection charges. Should employees need to contact their Site Office, the Site Office should return the call, so that the least amount of time is charged on the lodging facility bill.

- 5) Coffee pots provided by the lodging facility, and charged in addition to the room and tax, are not allowable, *unless* they are charged in lieu of a breakfast.
- 6) Larger lodging facilities have a service charge on the room service receipts. This is in addition to the delivery charge. Usually it is a percentage figure that results in what would normally be provided as a gratuity, although there is still a line for a gratuity. Inquiries regarding this service charge have informed us that it is “a required service charge that goes to the lodging facility,” and that it does in part go to the server. Therefore, if the room service receipt has the service charge in addition to the delivery charge, no gratuity should be charged on the credit card. Personal funds must be used for any additional gratuity.
- 7) Gratuities of over 15% are not allowable. Personal funds must be used for any additional gratuity.
- 8) Personal vehicle gasoline or other personal auto-related expenses are not allowable.
- 9) Do not try to obtain *cash* with the Golden Sierra credit card.

**GOLDEN SIERRA JOB TRAINING AGENCY**

**E-MAIL AND INTERNET POLICY**

It is the policy that Golden Sierra:

- Reserves the right to monitor Internet usage including sites accessed, the content examined, and the amount of time spent on the Internet.
- Prohibits downloading or forwarding inappropriate images or material including those that would violate company policies on EEO compliance, harassment, and employee conduct.
- Reserves the right to review and intercept any and all incoming and outgoing e-mail messages and inspect all files stored in Golden Sierra's computing system.
- Prohibits on exporting or otherwise sending company data files off site by any means without authorization.
- Employees may not use passwords that are unknown to their supervisor or install encryption programs.
- Employees should not use the system to solicit or promote commercial ventures, religious or person causes, outside organizations or other similar solicitations that are not work related.
- Contents of e-mail messages and access logs may be disclosed within Golden Sierra without an employee's permission.
- Employees should not assume that usage of the system is confidential.
- Employees may not download or use material from the Internet or elsewhere in violation of software licenses or the copyright trademark patent laws.

Employees who observe or learn about a violation of this policy must report immediately to their supervisor.

Personal use of employer provided technology other than for specific business purposes is expressly prohibited. Employees will be disciplined up to, and including, termination if found in violation of this policy.



**SECURITY AWARENESS****STATEMENT OF UNDERSTANDING****Purpose**

This form is to be signed by staff, temporary agency personnel, interns, and subrecipients, to certify they have received and understand Golden Sierra Job Training Agency's "Safeguarding Personally Identifiable Information" policy.

**Background**

Golden Sierra Job Training Agency (hereinafter "GS") maintains a variety of sensitive information about the agency's operations and programs (hereinafter "GS information"), which may include information pertaining to program (information about participants) or non-program (administrative and personnel records) matters. GS may authorize staff and subrecipients to have access to GS information; such access to and use of GS information must be in accordance with established policies and procedures and/or the terms of any other written agreement that authorizes access to GS information.

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I have read, understand, and agree that:

1. I will not inspect, access, or attempt to access any GS information that GS has not expressly authorized me to access.
2. I will not release or disclose any GS information to any unauthorized person, agency, or entity. I understand that unauthorized disclosure of GS information may lead to civil penalties and/or criminal prosecution.
3. I will follow all access, retention, and/or destruction requirements for GS information; I understand that such policies may require me to cease access to, return, or destroy GS information upon completion of my work for GS.
4. I will not take GS information off-site, unless expressly authorized to do so. If GS authorizes me to take GS information off-site, I agree to safeguard all GS information so that no unauthorized person, agency, or entity can access it.
5. I will follow all GS policies and procedures, including but not limited to, those governing confidential information and the safeguarding of personally identifiable information.
6. I understand that any questions I may have concerning this statement of understanding should be directed to my supervisor.

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Name (Print)

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Signature

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Date (MM/DD/YYYY)

## **EMPLOYEE BENEFITS**

### **MEDICAL INSURANCE**

CalPERS is the Plan Administrator.

For the next three consecutive years, Golden Sierra will contribute the following to employees health care premiums; 1) Effective November 14, 2015 -\$409.05; 2) Effective November 12, 2016 - 474.49, and 3) Effective November 11, 2017 - \$550.41. Golden Sierra will provide for employees to purchase medical insurance for their dependents: a spouse or legal domestic partner; and/or children under the age of 26 who have never been married. Employees who retire from Golden Sierra Job Training Agency also receive this benefit.

The availability of HMO plans is based upon the zip code of the employee's home or work address. The employee should contact the plan to be sure that the desired HMO coverage is available in his/her zip code area, and that the HMO is accepting new patients in that area. Current employees may also use work address zip code for eligibility. There are no zip code restrictions for PPOs.

If an employee is off of work on an applicable legally protected leave, such as FMLA, CFRA, and/or PDL, and has exhausted all accrued leave, the flexible compensation benefit detailed in section 12.2 will continue during the length of the applicable legally protected leave in an amount not to exceed the employee's share of his or her portion of health and dental insurance premiums. At the conclusion of the employee's legally protected leave, up to 16 weeks depending on the nature of the leave, and provided the employee continues on unpaid leave status beyond what is provided for in state and federal laws, Golden Sierra will cease providing the flexible compensation benefit in any amount until the employee returns to paid status.

### **DENTAL INSURANCE**

Delta Dental is the plan administrator. Employee dental coverage is at no cost to the employee. Golden Sierra provides employee dental coverage and the employee may enroll eligible dependents at a cost to the employee.

Benefit premiums will be deducted biweekly for 24 pay periods.

Rate are determined annually and provided during the Open Enrollment process.

### **VISION INSURANCE**

Vision Service Plan is the plan administrator. Employee vision coverage is no cost to the employee.

Golden Sierra provides employee vision coverage and the employee may enroll eligible dependents at a cost to the employee.

Benefit premiums will be deducted biweekly for 24 pay periods.

Rate are determined annually and provided during the Open Enrollment process.

**AD&D – PERSONAL ACCIDENT INSURANCE**

Golden Sierra, through the Placer County plan, provides \$10,000 Accidental Death and Dismemberment coverage for each employee. Additional coverage, for the employee is available up to \$500,000 and benefit levels for the employee's spouse is available in amounts from \$10,000 to \$300,000. Coverage for employee's dependent children is available in amounts from \$5,000 to \$25,000.

**Reminders:**

- Benefit amounts over \$250,000 cannot be greater than 10 times the employee's annual earnings.
- Benefit amounts for spouse and children cannot exceed the employee amount.
- Verify that your dependents are still eligible for coverage and delete those that are not eligible. Your spouse is eligible to age 70. Your unmarried dependent children under age 19 (or under age 25 if they are full-time students) are eligible for coverage.

**Benefit premiums will be deducted biweekly for 24 pay periods**

Benefit Level	Cost for Employee	Cost for Spouse	Cost for Child/ren
\$ 5,000	---	---	\$ 0.11
10,000	---	\$ 0.22	0.22
25,000	\$ 0.38	0.50	0.50
50,000	0.75	1.00	---
75,000	1.13	1.50	---
100,000	1.50	1.99	---
150,000	2.26	3.00	---
200,000	3.00	4.00	---
250,000	3.75	5.01	---
300,000	4.50	6.00	---
350,000	5.26	---	---
400,000	6.00	---	---
450,000	6.75	---	---
500,000	7.50	---	---

**A. LIFE INSURANCE**

Assurant Insurance is the carrier name. Golden Sierra, at no cost to the employee, provides \$10,000 life insurance to employees and \$2,000 on spouse and dependents. It includes double indemnity, seat belt coverage and an accelerated benefit clause. Increased dollar amount of coverage is not available. Coverage includes dependents up to 23 years old.

## **RETIREMENT PLAN**

Regular employees of Golden Sierra are members of the California Public Employees' Retirement System (CalPERS). Refer to CalPERS Local Miscellaneous booklet (PERS PUB-8) for detailed information. Golden Sierra's PERS retirement formula is:

Classic members: 2.5% at 55  
New members: 2% at 62

As defined in section 23.2 of the MOU

## **DEFERRED COMPENSATION PLAN**

- Mass Mutual: plan providers for 401 (K) and 457 plans. You can contact Mass Mutual toll free at 1-888-811-4839 for further information.
- CalPERS/VOYA Financial: plan providers for Supplemental Income 457 plan. You can contact CalPERS at 1-800-260-0659.

## **LONG TERM DISABILITY**

Jefferson Pilot Financial Insurance Company is the plan provider. The plan is available to all regular employees at no cost to the employee.

## **AFLAC**

The following benefits are paid in full by employee.

- Cancer Care
- Dental
- Accident Indemnity
- Specified Health
- Hospital
- Life Insurance \*
- Short Term Disability Insurance\*

\*these benefits are not pre-taxed

## **MEDICAL FLEXIBLE SPENDING ACCOUNT (FSA) (WAGWORKS MANAGED BY AFLAC)**

Medical Flexible Spending Accounts allow for reimbursement for eligible expenses by way of a debit card. This debit card allows direct payment to providers and pharmacies for eligible transactions.