

GOVERNING BODY MEMBERS

KATHERINE RAKOW, *Chair*
Board of Supervisors,
Alpine County

MICHAEL RANALLI
Board of Supervisors,
El Dorado County

KIRK UHLER
Board of Supervisors,
Placer County

JASON BUCKINGHAM
Executive Director

Golden Sierra Job Training Agency
1919 Grass Valley Hwy, Suite 100
Auburn, CA 95603

(530) 823-4635

GOLDEN SIERRA JOB TRAINING AGENCY

**GOVERNING BODY
AGENDA**

Wednesday, December 16, 2015 – 10:00 a.m.

**Golden Sierra Job Training Agency
1919 Grass Valley Highway, Suite 100
Auburn, CA 95603**

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|-------|--|-------|
| I. | <u>ROLL CALL AND INTRODUCTION OF GUESTS</u> | |
| II. | <u>APPROVAL OF AGENDA</u> | 1 |
| III. | <u>CONSENT AGENDA</u> | |
| | All matters listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion. | |
| | A. Approval of Minutes from October 7, 2015 GB Meeting | 2-4 |
| IV. | <u>PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA</u> | |
| V. | <u>CHAIR & VICE CHAIR 2016 ELECTION</u> | |
| VI. | <u>APPROVE RESOLUTION 15-04 – APPROVAL OF MOU WITH STATIONARY ENGINEERS LOCAL 39</u> | 5-41 |
| VII. | <u>APPROVE RESOLUTION 15-05 – EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)</u> | 42-43 |
| VIII. | <u>DIRECTOR'S UPDATE</u> | |
| | A. State Plan | 44 |
| | B. Memorandum Of Understanding (MOU) Draft Directive | 45-55 |
| | C. FY 2015/16 Revised Budget | |
| IX. | <u>K5 EXPENDITURE UPDATE</u> | 56-57 |
| X. | <u>K5 DIRECT TRAINING REPORT</u> | 58-59 |
| XI. | <u>FUTURE AGENDA ITEMS/NEW BUSINESS</u> | |
| XII. | <u>NEXT MEETING</u> : February 3, 2016 – 10:00 am – Auburn Connections | |
| XIII. | <u>ADJOURNMENT</u> | |

EQUAL OPPORTUNITY

Golden Sierra is an equal opportunity employer/program. Auxiliary aids and services are available upon request. Special requests for services, aids and/or special formats need to be made by calling (530) 823-4635 (Voice). TTY users please call the California Relay Service at 711.

GOLDEN SIERRA JOB TRAINING AGENCY

GOVERNING BODY MINUTES

Wednesday, October 7, 2015 – 10:00 a.m.

**Golden Sierra Job Training Agency
1919 Grass Valley Highway, Suite 100
Auburn, CA 95603**

I. ROLL CALL AND INTRODUCTION OF GUESTS

Quorum was established and the meeting was called to order by Chair Rakow at 10:04 a.m.

Present: Katherine Rakow, Michael Ranalli, Kirk Uhler

Absent: None

Guests: Jason Buckingham, Lorna Magnussen, Terrie Trombley, Kathy Spindola

II. APPROVAL OF AGENDA

Motion to approve the agenda by Ranalli, second by Uhler.

Motion approved unanimously.

III. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion.

A. Approval of Minutes from August 5, 2015 GB Meeting

B. Approval of WB Application

BILL BETTENCOURT, Placer School for Adults,
Representing Education & Training; Adult Education

Motion to approve consent agenda items A & B by Uhler, second by Ranalli.

Motion approved unanimously.

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA

None

V. APPROVE RESOLUTION 15-03 – 2016 PEMHCA

Buckingham explained that this resolution is part of the annual bargaining unit and sets the amount of the employer's contribution for calendar year 2016.

Motion to approve Resolution 15-03 – 2016 PEMHCA by roll call vote.

Aye: Rakow, Ranalli, Uhler

Nay: None

Abstain: None

Absent: None

VI. APPROVE JOINT POWERS AGREEMENT

Buckingham explained that a redline version and clean version of the Joint Powers Agreement (JPA) are included in the packet; the JPA has been reviewed and approved by the Board of Supervisors of Alpine, El Dorado and Placer counties. The JPA has been updated to conform to the federal Workforce Innovation and Opportunity Act (WIOA).

Motion to approve the Joint Powers Agreement (JPA) by Ranalli, second by Uhler.

Motion approved unanimously.

VII. APPROVE GOVERNING BODY BYLAWS

Buckingham stated that the draft amended Governing Body Bylaws will amend the current Governing Body Bylaws to reflect the changes in the agreement's membership, to conform to the requirements of the JPA law and conform to the federal Workforce Innovation and Opportunity Act (WIOA).

Motion to approve the Governing Body Bylaws by Uhler, second by Ranalli.

Motion approved unanimously.

VIII. APPROVE FY 2015/2016 CONSORTIUM FINAL BUDGET

Buckingham explained that this is the final draft of the 2015/16 budget. He referred to page 71, row 16, columns L & M, clarifying that the Disability Employment Accelerator Grant and Sector Partnerships National Emergency Grant will be administered by Agency staff on behalf of Placer, El Dorado and Alpine counties. Fifty percent of Dislocated Worker funding was transferred, as allowed, to the Adult program to make services more accessible.

Uhler complimented the staff for the clarity and design of the budget.

Motion to approve the 2015/16 consortium final budget by Uhler, second by Ranalli.

Motion approved unanimously.

IX. K5 EXPENDITURES UPDATE

Buckingham explained that this report allows for the ongoing oversight of the expenditures for the El Dorado Consortium. It was agreed that El Dorado will meet an 80% expenditure rate by December 31, 2015. Golden Sierra staff is working closely with El Dorado to help them meet this goal.

X. APPROVE RFP AWARD

Buckingham informed the board that the Career & Youth Services Request for Proposal (RFP) was presented through a competitive process; 2 bidders replied with responsive bids; outside raters reviewed the bids and the Workforce Board recommended awarding the RFP to El Dorado and Alpine counties. Awarding El Dorado the contract will be contingent on them reaching their 80% expenditure requirement by December 31, 2015.

Motion to approve and award the RFP contract to El Dorado and Alpine counties by Ranalli, second by Uhler.

Motion approved unanimously.

XI. APPROVE OUT OF STATE TRAVEL

- NAWB Forum

Buckingham explained the importance and benefit of attending the National Association of Workforce Board (NAWB) forum that is scheduled for March 2016, and requested authorization to send 2 board members, 1 Golden Sierra management staff and 1 Governing Body (GB) member to the event.

Ranalli asked if the Agency had attended the forums in the past. Buckingham said that they have for at least the last 6 years.

Rakow commented that she attended this year for the first time. She found it very educational and beneficial. She opened the invitation to the other GB members, as she was not certain she could attend this time.

Motion to approve the out-of-state travel expenditures for the 2016 NAWB forum by Ranalli, second by Uhler.

Motion approved unanimously.

Upon further discussion it was agreed that Supervisor Uhler would attend in March 2016.

XII. DIRECTOR'S UPDATE

- WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
 - ✓ ACTION MATRIX
 - ✓ DIRECTORS REPORT
 - ✓ WDB Membership Composition

Buckingham stated that significant progress is being made toward implementation of the new requirements of WIOA, many of which must take place by June 2016. With the WIOA, the focus is on the four core partners; Title I Workforce, Adult Education, Employment Development Department and Department of Rehabilitation. Making sure that sector-based needs are being identified is part of the efforts put forth by the partners.

Buckingham also commented on the survey that was sent out to the members; positive feedback on recent changes as well as positive comments and suggestions were communicated to the Agency.

Productive meetings have taken place with the four core partners with mutual investment from all. Bylaws of the Workforce Board are being drafted, which will outline the mission and vision. In order for the Board to implement the local plan the State plan must be in place, which is expected to be drafted and published by October.

Discussion led to scheduling a joint Governing Body/Workforce Board meeting at the beginning of 2016 after the Workforce Board bylaws are completed.

XIII. FUTURE AGENDA ITEMS/NEW BUSINESS

- Bargaining Unit MOU
- Chair and Vice Chair 2016 Election

XIV. NEXT MEETING: December 2, 2015 – 10:00 am – Auburn Connections

XV. ADJOURNMENT

Chair Rakow adjourned the meeting at 10:35 a.m.

**Golden Sierra Job Training Agency
Governing Body
Resolution No. 15-04**

A RESOLUTION ADOPTING AGREEMENT WITH GOLDEN SIERRA
JOB TRAINING AGENCY, AND STATIONARY ENGINEERS, LOCAL 39
DATED December 16, 2015.

WHEREAS, under the terms of that Agreement, the representatives of the Director have met and conferred with representatives of Golden Sierra Job Training Agency Employees, and Local 39, the recognized employee organization for employees in the Bargaining Unit as designated in said Agreement; and

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of the employees in said Unit, as reflected by the written Agreement entered into by them on December 16, 2015, which Agreement is hereto attached and made a part hereof; and,

WHEREAS, this Board finds that the provisions and agreements contained in this Agreement are fair and proper and in the best interests of Golden Sierra Job Training Agency;

NOW, THEREFORE, BE IT THEREFORE RESOLVED by the Governing Body of the Golden Sierra Job Training Agency, that it adopt in full the terms and conditions contained in the said Agreement.

The following **Resolution** was duly passed by the Governing
Body of the Golden Sierra Job Training Agency at a regular meeting held

 December 16, 2015 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Signed: _____
 Kirk Uhler, Vice Chairman, Governing Body

Attest: _____
 Lorna Magnussen, Clerk to the Governing Body

MEMORANDUM OF UNDERSTANDING
BETWEEN
GOLDEN SIERRA JOB TRAINING AGENCY
AND
STATIONARY ENGINEERS, LOCAL 39
December 1, 2014 – November 30, 2017

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
PREAMBLE	
ARTICLE 1 REGULAR AND LIMITED TERM EMPLOYEES	1
ARTICLE 2 NEW HIRES	2
ARTICLE 3 POSITION CLASSIFICATIONS.....	2
ARTICLE 4 PERFORMANCE EVALUATIONS/MERIT INCREASES	2
ARTICLE 5 PROMOTIONS.....	3
ARTICLE 6 RECLASSIFICATION	4
ARTICLE 7 PART TIME TO FULL TIME TRANSFER	4
ARTICLE 8 MANDATORY WORK SITE TRANSFER	4
ARTICLE 9 ALTERNATE WORK SCHEDULE.....	5
ARTICLE 10 MEAL PERIODS AND REST BREAKS	5
ARTICLE 11 PAYMENT OF WAGES	5
ARTICLE 12 COST OF LIVING ADJUSTMENTS AND STIPENDS.....	6
ARTICLE 13 PAY FOR MANDATORY MEETINGS/TRAINING/TRAVEL	6
ARTICLE 14 OVERTIME.....	6
ARTICLE 15 PERSONNEL RECORDS	7
ARTICLE 16 EMPLOYEE REFERENCES	8
ARTICLE 17 REDUCTION IN FORCE	8
ARTICLE 18 RE-EMPLOYMENT LIST	11
ARTICLE 19 REMOVAL FROM ELIGIBILITY LIST	12
ARTICLE 20 INVOLUNTARY TERMINATION AND PROGRESSIVE DISCIPLINE	12
ARTICLE 21 VOLUNTARY TERMINATION.....	16
ARTICLE 22 RETIREMENT	17
ARTICLE 23 HOLIDAYS	17
ARTICLE 24 VACATIONS	18
ARTICLE 25 EMPLOYEE BENEFITS.....	20
ARTICLE 26 SICK LEAVE	20
ARTICLE 27 SICK LEAVE CONTRIBUTIONS	22
ARTICLE 28 LEAVES OF ABSENCE.....	23

TABLE OF CONTENTS
(continued)

	Page
ARTICLE 29 GRIEVANCE PROCEDURE.....	24
ARTICLE 30 FEDERAL AND STATE BUDGET IMPACTS.....	27
ARTICLE 31 REOPENER.....	28
ARTICLE 32 TERM OF MOU	29

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Golden Sierra Job Training Agency, hereinafter referred to as “Golden Sierra,” and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, hereinafter referred to as the “UNION.” The Agency recognizes Stationary Engineers Local 39 as the exclusive negotiating representative for all employees in the Golden Sierra Job Training Agency Employees Bargaining Unit, as describe in Appendix “B” of this agreement. This Agreement applies only to employees in the above described Representation Unit.

PREAMBLE

It is the purpose of this Memorandum of Understanding to achieve and maintain harmonious relations between Golden Sierra and the Union, to provide for equitable and peaceful adjustment of differences that may arise, and to establish wages, hours, and other conditions of employment.

For many years Golden Sierra has maintained an Employee Handbook that contains those policies applicable to Golden Sierra’s employees. The parties acknowledge that Handbook and agree that it will remain applicable to bargaining unit members unless it is in conflict with the provisions of this MOU, in which case the provisions of the MOU will be applicable.

ARTICLE 1 REGULAR AND LIMITED TERM EMPLOYEES

- 1.1 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.
- 1.2 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 calendar months. Limited-Term employees shall be entitled to the same rights, privileges, and benefit as other regular employees. Limited term appointments may be full-time or part-time. Limited-Term employees with satisfactory reviews remaining employed for more than 2,080 hours shall be reviewed for regular status. If there is a vacant Regular position available, qualified Limited Term employees will be provided an opportunity to compete for the available position prior to the position being open for public recruitment.
- 1.3 Full-time Employees: Regular full-time employees are those who are normally scheduled to work, and who do work, a schedule of 40 hours per week. They are eligible for all employee benefits.
- 1.4 Part-Time Employees: Part-time employees are those who are normally scheduled to work, and who do work, less than 40 hours per week. Employees working 30-39 hour per week will receive full-time employee benefit status. Employees working 20-29 hours per week will receive a prorated employer contribution toward all benefits offered regular full-time employees.

ARTICLE 2 NEW HIRES

- 2.1 All Regular and Limited-Term employees will serve a probationary period. During the probationary 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 probationary period, an employee may be terminated with or without cause. Terminated probationary employees do not have the right of review.
- 2.2 The employee will serve a probationary period of 6 months (1,040 working hours). The probationary 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. If the Executive Director determines there is a need to extend an employee's probationary period, the Executive Director may extend the probationary period up to a total of one year (2,080 hours).
- 2.3 If a Limited Term employee is selected to a Regular position within the same classification, and the employee completed a probationary period in the Limited Term position, the employee will not be required to undergo another probationary period within that same classification.

ARTICLE 3 POSITION CLASSIFICATIONS

- 3.1 Subject to meet and confer 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 and levels of responsibilities and qualifications required to perform the duties. Position classification is also the basis for our Agency's pay structure and the goal of classification is to give equal pay for equal work. Position classification is the official title of the job. Classifications and the corresponding salary of bargaining unit positions are provided in Appendix "B"
- 3.2 Golden Sierra reserves the right, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities within the scope of the employee's job description and in accordance with the rules.

ARTICLE 4 PERFORMANCE EVALUATIONS/MERIT INCREASES

- 4.1 Golden Sierra employees' job performance may be formally evaluated after the completion of the first three months in a regular Golden Sierra position, at the end of the probationary period, and thereafter every 2,080 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.
- 4.2 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 probationary 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, a probationary performance evaluation will be conducted at 1,040 hours; however, advancement to higher salary steps will not occur until completion of 4,160 hours. Advancement to Step F is made after five years at Step E. Advancement to Step G is made after five years at Step F.

- 4.3 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 the Agency. The merit system provides that initial appointments and subsequent step increases be made according to the ability of the individual to fill the position.
- 4.4 The evaluation affects advancement to regular employee status after the initial probationary 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 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.

ARTICLE 5 PROMOTIONS

- 5.1 Employees who receive a promotion will serve a probationary period of 1,040 hours. Employees who start at step A will be eligible for a merit increase upon completion of this probationary period; however, employees who start at step B or above will still serve the probationary 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.
- 5.2 To obtain promotion to an announced position, the employee must complete an application and pass an examination, usually oral, for the particular job the employee is seeking. If the employee passes, the employee's name will then be placed on a promotional list for current and future promotions in that particular classification. Lists are usually valid for 6 months.
- 5.3 To obtain a promotion in a flexibly staffed position, the employee must complete an application for the reclassified position, meet the minimum qualifications, and be recommended for promotion by the employee's supervisor. The level of duties and responsibilities must have increased substantially so as to merit a review and reclassification of the employee's position. Flexibly staffed positions are those which can be filled by any level within the series, depending upon the current level of responsibility of the position, (i.e., Business & Employment Specialist) at the discretion of the Executive Director or his or her designee.

ARTICLE 6 RECLASSIFICATION

- 6.1 Upon the reclassification of a position because of a change in duties, the employee of the superseded classification shall not gain seniority status in the new classification; the employee may only attain 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 year prior to the date the position is reclassified.
- 6.2 If an employee elects demotion, in lieu of layoff, and the top step of the salary range for the position to which he/she elects demotion is less than that earned at the date of such demotion, such employee's salary shall remain unchanged until the range of the position to which he/she sought demotion exceeds such employee's salary. The employee will not be entitled to annual step increases or cost of living adjustments until the range exceeds his/her salary. If such employee elects demotion to a lower position than that to which he/she could elect demotion, or if such employee thereafter declines promotion to a higher classification still under his/her superseded classification, such employee shall only be entitled to receive the difference between his/her original salary and such salary which he/she could have elected to receive; at such time as the salary range of such superseded classification exceeds his/her salary, the employee shall be entitled to annual step increases and cost of living adjustments in the manner provided for all employees.
- 6.3 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 annual step increases and cost of living adjustments in the manner provided for all employees.

ARTICLE 7 PART TIME TO FULL TIME TRANSFER

- 7.1 Part-time employees with satisfactory performance reviews will be given the opportunity to compete for a vacant, full-time position prior to an open recruitment for full-time vacancies.

ARTICLE 8 MANDATORY WORK SITE TRANSFER

- 8.1 Mandatory work site transfers between the Auburn and Roseville offices are subject to 10 days' notice to the employee.
- 8.2 So long as the mandatory work site transfers are within a 25 miles, the selection of the employee to be transferred is at the discretion of the Executive Director. If the transfer distance exceeds 25 miles, the mandatory work site transfer should be made in reverse seniority order.

- 8.3 Mandatory work site transfers made for the purpose of employee discipline shall be subject to the disciplinary process included in Article 20 of this MOU.

ARTICLE 9 ALTERNATE WORK SCHEDULE

- 9.1 Golden Sierra may implement an alternate work schedule for employees. Employees will be notified at the time of hire the days and hours they will work. The employee's scheduled days and hours are subject to change by management.

ARTICLE 10 MEAL PERIODS AND REST BREAKS

Employees are provided with a minimum of 30 minutes, non-paid, meal period and a maximum of a one hour, unpaid meal period. The employee is relieved of all duty during this meal period and are free to leave the premises. The employee is also allowed two 15-minute rest breaks, one in the morning and another in the afternoon. Rest breaks are paid as timed worked. Again, the employee may leave the premises on the employee's rest break as long as the employee notifies the appropriate staff. The employee's supervisor retains discretion to approve the times for his or her employees' unpaid meal periods and rest periods so as to ensure ongoing operations and the needs of the Agency. However, the supervisors shall use their best efforts to arrange unpaid meal periods nearest the timeframe requested by the employee.

ARTICLE 11 PAYMENT OF WAGES

- 11.1 All of Golden Sierra's regular employees are paid every two weeks, which means the employee will receive twenty-six paychecks a year. If the employee has their check on a "direct deposit" basis, checks are normally deposited late on Thursday or early on Friday morning. If not, the employee's check will be available the following Monday morning, unless a holiday should fall on that day, in which case, the employee will be notified when their check will be available.
- 11.2 Deductions From The Employee's Pay: The following deductions will be taken from each paycheck the employee receives:
- 11.2.1 Federal and State Income Tax: The amount depends on the employee's salary and the number of dependents the employee claims as deductions;
 - 11.2.2 Employee paid CalPERS contributions;
 - 11.2.3 Employee Health Insurance contributions.
- 11.3 In addition, the employee may authorize voluntary deductions available through the available cafeteria plan.
- 11.4 In addition, the following deductions may be taken from the employee's paycheck based on union status:

- 11.4.1 Union dues or service fees.
- 11.4.2 The Union shall have the sole and exclusive rights to have membership dues, or service fees deducted from the pay of employees covered by this Memorandum of Understanding.
- 11.4.3 The Union agrees to indemnify, defend and hold the Employer harmless against any claims made of any nature and against any suit instituted against the Employer arising from its check off for the dues, fees, insurance, or benefit programs of the Union. The Agency agrees to allow an election on Agency Shop to be held in the manner consistent with Government Code Section 3502.5(b).

ARTICLE 12

COST OF LIVING ADJUSTMENTS AND STIPENDS

- 12.1 Effective June 27, 2015, all bargaining unit members will receive a three percent (3%) cost of living adjustment. Effective June 25, 2016, all bargaining unit members will receive a one and one-half percent (1.5%) cost of living adjustment. Effective June 24, 2017, all bargaining unit members will receive a one and one-half percent (1.5%) cost of living adjustment.
- 12.2 Flexible compensation benefit: All employees opting for employer health coverage will receive a flexible compensation benefit equal to 6.5% of salary plus \$398 per month. All employees opting not to participate in employer health coverage will receive a flexible compensation benefit equal to 6.5% of salary plus \$133 per month. The flexible compensation benefit will be pro-rated for pay-periods with unpaid hours when the employee is on an approved leave that would not be otherwise considered a medical leave under state and federal laws (whether applicable or not).

ARTICLE 13

PAY FOR MANDATORY MEETINGS/TRAINING/TRAVEL

- 13.1 Expenses associated with mandatory training and travel will be reimbursed according to state and federal law and as provided for in the Employee Handbook.

ARTICLE 14

OVERTIME

- 14.1 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.
- 14.2 Definitions.

14.2.1 Overtime: That period of authorized work performed by an employee in excess of 40 hours worked in a designated workweek.

14.2.2 Workday: Workday means a 24 hour period which begins at 5:01 p.m. each calendar day.

Workweek: The calendar period that begins at 5:01 p.m. on Friday and which ends at 5:00 p.m. on the following Friday.

14.3 General Provisions:

14.3.1 All work performed beyond 40 hours per week shall be paid at time and one-half.

14.3.2 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.

14.3.3 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:

- (a) Employee's name;
- (b) Date and hours of overtime worked; and
- (c) Nature of service performed during such overtime.

14.3.4 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.

14.3.5 Overtime earned will be paid in the form of wages.

ARTICLE 15 PERSONNEL RECORDS

15.1 The employee has the right to inspect his or her personnel file as provided by law. An employee can petition the Executive Director or his or her designee to have adverse disciplinary documentation removed from his or her file after three years from the date of the adverse action if no subsequent discipline has occurred.

15.2 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 his or her 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.

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

ARTICLE 16 EMPLOYEE REFERENCES

- 16.1 All requests for references must be directed to the Executive Director or designee. Golden Sierra's policy as to references for employees who have left the Agency 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 amount of salary or wage the employee last earned.

ARTICLE 17 REDUCTION IN FORCE

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

- 17.1 Layoff Plan: When the employer determines there is a need to layoff Local 39 represented employees, the Union will be given a written notice at least fourteen (14) calendar days prior to issuing layoff notices to employees. This notice shall include the job classifications and the anticipated number of employees slated for layoffs. The employer or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions between the parties as to possible alternatives to layoff. The employer, however, retains the right to proceed with layoffs according to the procedures set forth in this Agreement.
- 17.2 Seniority Lists: When a notice is issued pursuant to section 17.1 above, the employer will provide the Union seniority lists for the impacted classifications which will include classification and employer seniority.
- 17.3 Layoff Notification: The Employer shall send written notice to the last known address of each employee affected by a layoff at least fourteen (14) calendar days prior to the effective date of such action. The notice shall include:
- 17.3.1 The reason(s) for layoff;
 - 17.3.2 The position being offered for transfer or demotion pursuant to this Agreement, if any;
 - 17.3.3 Effective date of the action;
 - 17.3.4 The employee's seniority scores;
 - 17.3.5 Rules regarding waiver of reinstatement and voluntary withdrawal from the reinstatement list; and
 - 17.3.6 Appeal right of the employee; excluding layoff resulting from abolition of position.
- 17.4 In the event of a layoff of bargaining unit members, the Executive Director shall determine which class or classes will be affected. Unit members with the least amount of

seniority, within a classification, will be laid-off first. Seniority will be determined by paid hours.

- 17.5 Prior to laying off probationary or full-time employees whose last recorded performance ratings are “Acceptable,” the following will be laid off in this sequence:

17.5.1 Extra-help employees.

17.5.2 New-Hire, Limited-Term and Regular employees whose last recorded performance ratings are “Unacceptable.”

- (a) Probationary employees shall be laid off, by class, in the inverse order of seniority within a classification. Seniority will be based on paid hours.
- (b) Limited-Term shall be laid off, by class, in the inverse order of seniority within a classification. Seniority will be based on paid hours.
- (c) Regular employees shall be laid-off off, by class, in the inverse order of seniority within a classification. Seniority will be based on paid hours.
- (d) Ties: In the event of a tie in seniority (above), the tie will be broken by ranking in inverse order of seniority within Golden Sierra. In the event that the above methods fail to break the tie, the tie will be broken by ranking in inverse order of seniority as measured by scheduled hours. In the event that the above methods fail to break the tie, the final decision will be made by lottery. The lottery method is defined as drawing names. All affected employees must be present during drawing.

17.5.3 New-Hire, Limited-Term and Regular employees with acceptable or better ratings.

- (a) Probationary employees shall be laid-off, by class, in the inverse order of seniority within a classification. Seniority will be based on paid hours.
- (b) Limited-Term shall be laid-off, by class, in the inverse order of seniority within a classification. Seniority will be based on paid hours.
- (c) Regular employees shall be laid-off off, by class, in the inverse order of seniority within a classification. Seniority will be based on paid hours.
- (d) Ties: In the event of a tie in seniority (above), the tie will be broken by ranking in inverse order of seniority within Golden Sierra. In the event that the above methods fail to break the tie, the final decision will be made by lottery. The lottery method is defined as drawing names. All affected employees must be present during drawing.

- 17.5.4 Bumping: An employee designated to be laid off may bump into a vacant position in the same class elsewhere in Golden Sierra Job Training Agency, or into a position of the same class held by an employee with lesser seniority credit elsewhere in the agency. The determination of the individual to be bumped will be the employee and position with the least Agency seniority. If no such position exists, the employee may bump into the next lower classification if the employee possesses greater seniority than another employee in the lower class. Again, the determination of the individual to be bumped will be the employee and position with the least Agency seniority. Thereafter, an employee may bump into any previously held permanent position in the Agency, provided that the occupant of such position has lesser Agency seniority than the employee being laid off, again, the employee with the lowest seniority score will be impacted. Except as otherwise provided in subsection 18.5.6, an employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.
- 17.5.5 When an employee receives notice of layoff, it will be assumed they may accept any offer of transfer or demotion. The employee has the right to refuse such offer without impact to their status on the reinstatement list as long as they give the Employer at least three (3) days' notice of refusal.
- 17.5.6 Layoff of Bumped Employee: A bumped employee, or an employee laid off as a result of a displaced employee's reversion to a lower classification, shall receive written notice of layoff not less than fourteen (14) calendar days prior to the effective date of the layoff.
- 17.5.7 Ties. In the event of a tie in seniority (above), the tie will be broken by ranking in inverse order of seniority within Golden Sierra. In the event that the above methods fail to break the tie, the final decision will be made by lottery. The lottery method is defined as drawing names. All affected employees may be present during drawing but the drawing can be held without them.
- 17.5.8 An employee demoted as a result of a lay off will be placed at the step of the salary range closest to the employees' current rate of pay, but not higher than the top step of the salary range of the position the employee demoted into.
- 17.5.9 These layoff procedures may be deviated from if agreed upon by both parties.

ARTICLE 18

RE-EMPLOYMENT LIST

- 18.1 Re-Employment List: If the employee should be laid off, the employee's name is placed on a re-employment eligible list for a period of two years for the classification from which the employee was laid-off. This list has priority over any other eligible list for the position. Rank order shall be determined by years of total continuous service. An employee on such re-employment list shall be entitled to a noncompetitive promotion to any position to which he or she could have elected demotion from his or her original classification. If possible and practical, an employee may accept a demotion to any class with the same or lower maximum salary in which he/she had previously served or in a class in the same line of work but of lesser responsibility in which he/she has previously served. The employee may not displace another employee whose total service exceeds that of the employee being laid-off.
- 18.2 If a limited term appointment ends before the re-employment list expires, the acceptance of the limited term appointment does not alter status on the re-employment list other than the addition of hours worked during the limited term appointment. If the employee quits a limited term appointment before the list expires, the employee will remain on the list until the expiration date of the re-employment list.
- 18.3 Notice of Recall from Layoff: Notice of recall from layoff shall be given by return receipt requested mail. A notice will be delivered to the first three people on the reemployment list to determine their interest in returning to work. The person with the highest seniority expressing interest shall be appointed. The notice shall specify the date for reporting to work, which shall be within fourteen (14) days from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the Agency, and attempted delivery or actual delivery is certified by the Postal Service. Upon receiving notice, the person on layoff shall have three (3) days to accept or decline the recall opportunity.

An employee who fails to respond affirmatively in writing within three (3) days, refuses recall, or fails to report on the prescribed date waives all further right to recall and reinstatement as an employee. When recall is declined or waived, the Agency will proceed to the next person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met or until the list is exhausted. Reinstated persons shall receive the following upon return to service:

- 18.3.1 Retention of permanent full-time service credit accrued as of date of layoff;
- 18.3.2 The salary for the classification in effect as of the date of return, at the same step level as the date of layoff, not to exceed the top step;
- 18.3.3 The accrual rate of vacation and sick leave in effect for the employee's service credit length and class at the time of rehire.

ARTICLE 19
REMOVAL FROM ELIGIBILITY LIST

- 19.1 Names of eligibles may be removed from an eligible list by the director for any of the following reasons:
- 19.1.1 Inability of postal authorities to deliver certified mail to the eligible within reasonable time.
 - 19.1.2 Conviction of a felony or misdemeanor.
 - 19.1.3 Fraud or false statements in the application or fraudulent conduct in connection with an examination.
 - 19.1.4 Regular appointment to a position in the class for which the eligible list was established.
 - 19.1.5 After certification three times without appointment, provided such eligible is interviewed as a result each certification.
 - 19.1.6 Upon request, death or upon resignation from the service of an eligible on a promotional eligible list.
 - 19.1.7 Failure to appear or to arrange for an interview with an appointing authority within a reasonable time after notification of certification, or failure to appear for work after appointment.
 - 19.1.8 Declination of a regular appointment in same class in accordance with the conditions of employment specified by the eligible. Declination of a limited term appointment does not apply.
 - 19.1.9 Whenever an eligible is removed, he or she shall be so notified in writing and informed of his right to appeal. This stipulation shall not apply to eligibles removed in accordance with subsections 19.1.4 and 19.1.6 of this section.

ARTICLE 20
INVOLUNTARY TERMINATION AND PROGRESSIVE DISCIPLINE

- 20.1 Definitions:
- 20.1.1 Discipline shall mean discharge, suspension without pay, demotion, or reduction of wages of a regular employee.
 - 20.1.2 “Day” means calendar day unless otherwise specified.
- 20.2 Power to Discipline: The Executive Director, for cause, may impose discipline on a regular employee as set forth below.

20.3 Grounds for Discipline: The following shall be grounds for disciplinary action:

- 20.3.1 Unauthorized absence.
- 20.3.2 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.
- 20.3.3 Disorderly or immoral conduct.
- 20.3.4 Incompetence or inefficiency.
- 20.3.5 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.
- 20.3.6 Causing, creating or participating in a disruption of any kind during working hours on Golden Sierra property.
- 20.3.7 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.
- 20.3.8 Neglect of duty other than incompetence or inefficiency or failure to meet reasonable work performance standards and requirements.
- 20.3.9 Theft, negligence of, or willful damage to, waste of, or unauthorized use or waste of, public supplies, equipment or property.
- 20.3.10 Willful violation of Agency rules or procedures.
- 20.3.11 Failure to meet reasonable work performance standards and requirements.
- 20.3.12 Discourteous treatment of the public or other employees.
- 20.3.13 Illegal political activity.
- 20.3.14 Sexual or unlawful harassment.
- 20.3.15 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.
- 20.3.16 Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the Agency or employment.

20.4 Initiating Discipline: Notice of Proposed Action.

20.4.1 Except as provided below under the section “Interim Suspension with Pay”, disciplinary action shall be commenced by the Executive Director preparing a written Notice of Proposed Action containing the following:

- (a) The name of the employee.
- (b) The rules or regulations violated constituting the charges.
- (c) The reasons for which the disciplinary action is proposed to be taken on such charges.
- (d) Any materials upon which the action is based.
- (e) 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.

20.5 Service of Notice of Proposed Action:

20.5.1 The Notice of any Action pursuant to this Article shall be personally served on the employee or served by certified mail.

20.6 Filing Charges:

20.6.1 At the expiration of the time specified in Section 29.4(e), and after considering such responses, oral or written, as the employee may have made, the Executive Director may file, within thirty (30) working days, a written order initiating discipline containing the following:

- (a) The name of the employee.
- (b) The section number or numbers of any rules or regulations violated constituting the charges.
- (c) The reasons for which the disciplinary action is proposed to be taken on such charges.
- (d) Any materials upon which the action is based.

20.7 Filing and Service of Order:

20.7.1 The Executive Director or his/her designated representative shall serve one (1) copy on the employee not later than three (3) working days after the date of the disciplinary action. No copy of such Order may be placed in such employee’s personnel file until the proposed discipline has become effective as provided in Section 20.9.

20.8 Interim Suspension With Pay:

- 20.8.1 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 until charges are filed or for a specified period of time not to exceed thirty (30) working days, whichever comes first. Such suspension may only be made if the Executive Director determines that the security or efficient operation of the department requires such suspension.

20.9 Effective Date of Discipline:

- 20.9.1 Discipline shall become effective upon the filing of charges, subject to the employee's appeal rights set forth below.

20.10 Appeal Procedure:

Level 1

- 20.10.1 If the Employee desires to appeal the discipline imposed, the employee may within ten (10) working days of the receipt of the charges 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 select an impartial hearing officer. If the parties cannot agree on a hearing officer, the parties shall select an arbitrator by way of a 5 person strike list. Upon selection of the hearing officer, the Executive Director shall contact the hearing officer, obtain available hearing dates, and communicate those dates to the Union. The first available date permitted by the parties' schedules will be selected.
- 20.10.2 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 a recognized employee organization or counsel, to that representative, without cost.

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

The Governing Body shall have 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.

- 20.10.4 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.

- 20.10.5 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

- 20.11 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.

ARTICLE 21 VOLUNTARY TERMINATION

- 21.1 If the employee wishes to leave Golden Sierra, the employee should give at least 2 weeks' notice of such intention to the employee's supervisor.
- 21.2 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. The employee will also be paid for one-half of all sick leave accumulated over 192 hours, up to a maximum of \$2,000. Unused sick leave for part-time employees is prorated.

ARTICLE 22 RETIREMENT

22.1 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. Earned vacation balances reflected on the employee's pay stub may be withdrawn in a lump sum upon employee's request.

22.2 Golden Sierra is contracted with PERS to provide CalPERS retirement plan using the following formulas:

Classic members: 2.5% at 55

If a member's original membership date (with CalPERS or any California public retirement system) is prior to January 1, 2013, he or she would be considered a classic members.

New members: 2% at 62

If a members' original membership date is on or after January 1, 2013, he or she would be considered a new member under PEPRA. In addition, if a member has a break in service of greater than 6 months and does not return to the same employer where the member was previously employed, he or she would be considered a new member with respect to the new employment.

22.3 "Classic" employees currently pay 5% of the employee contribution to PERS. However, effective June 27, 2015, the employee will pay an additional 1% of the employee contribution to PERS, for a total of 6%. Effective pay period June 25, 2016, the employee will pay an additional 1% of the employee contribution to PERS for a total of 7%. Effective pay period June 24, 2017, the employee will pay an additional 1% of the employee contribution to PERS for a total of 8%.

22.4 "New" members will contribute 50% of the normal contribution rate pursuant to state law.

ARTICLE 23 HOLIDAYS

23.1 Golden Sierra employees are granted the following paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans' Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

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

23.3 Holiday time off is granted based on a full-time workweek of 40 hours. Holiday pay for full-time employees is granted at a rate of 8 hours per day. Part-time employees are paid on a prorated basis. When a holiday falls on an employee's scheduled day off, employees are credited with holiday time. When a holiday falls on a regularly scheduled workday, employees must make up the difference in scheduled hours for that day in order to receive a full paycheck if the employee's regular workday is more than eight hours. The difference can be made up from accrued holiday time, accrued vacation, or time off without pay. The employee's choice will be reflected on the employee's time distribution sheet. An employee must be in paid status on his or her regularly scheduled workday preceding a holiday in order to be eligible to receive holiday pay.

23.4 Floating Holiday

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. 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.

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.

Floating holidays shall be taken within the calendar year granted, and shall not carry over from year to year.

Compensation for any floating holiday earned but not used at the time of termination shall be included in the employee's final paycheck.

Floating holidays must be taken in full-day or half-day (four hours or proration for part-time employees) increments.

ARTICLE 24

Vacations

24.1 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. The allowance is as follows:

HOURS OF SERVICE

<u>Hours of Service</u>	<u>Earned Per Hour</u>	<u>Earned Per Pay period</u> <u>(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 & over</u>	<u>0.0962</u>	<u>7.69</u>

* 40 hour workweek = 2,080 hours annually

- 24.2 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 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.

Full-time regular employees with
less than 10 years of service: 240 hours carryover

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

- 24.3 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 200 hundred vacation hours.
- 24.4 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 70 hours during a pay period and the employee's regular scheduled hours are 80, the employee's vacation will be accrued based on the 70 hours worked.
- 24.5 Although the employee is not eligible for vacation during the employee's probationary 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.

24.6 Vacation - How Taken:

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

**ARTICLE 25
EMPLOYEE BENEFITS**

25.1 All regular Golden Sierra employees whose work schedule is at least 20 hours per week are entitled to benefits in addition to regular pay. The amount of Golden Sierra's contribution is pro-rated depending on the number of hours the employee was scheduled to work.

25.1.1 Following is a list of benefits offered to all regular Golden Sierra employees:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Accidental Death & Dismemberment Insurance
- Life Insurance
- Retirement
- Deferred Compensation
- Long-term Disability Insurance
- Aflac products
- Medical FSA (IRS 125 Plan)

Details of above listed benefits are outlined in Appendix A.

**ARTICLE 26
SICK LEAVE**

26.1 Definition: Sick leave is defined to mean absence from duty by any employee because:

- 26.1.1 Of his own illness or medical or dental examinations, or injury or exposure to contagious diseases which incapacitates such employee from performing his duties; or
- 26.1.2 Absence from duty for attendance upon a spouse, child, brother, sister, parent, spouse's parent, grandparents, or grandchild, because of illness, injury, death, or exposure to contagious disease and where attendance is definitely required.

26.2 How Computed: Each 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 regular employment.

- 26.2.1 Unused sick leave with pay may be accumulated from year to year; and
- 26.2.2 All employees shall be allowed to use accrued sick leave as earned, whether or not on probationary status.

26.3 Limitations, General:

- 26.3.1 Sick leave absences with pay because of death in the employee's immediate family shall not exceed ten days for each instance.

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

- 26.3.3 Health Insurance Continuation:

- (a) Golden Sierra will pay the employer's share of medical insurance premium 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 30 calendar days, and who has exhausted all current income from salary, accrued sick leave, and vacation for a period not to exceed one year.
- (b) Golden Sierra will pay the employer's share of medical insurance premiums 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 30 calendar days, and who has exhausted all current income from salary and sick leave.
- (c) For those employees who are on a family care leave or leave for a serious health condition, Golden Sierra will pay its employer contribution for group health insurance for the first twelve 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.
- (d) If the employee fails to return from leave, Golden Sierra will recover the premiums paid on the employee's behalf.

26.3.4 Sick Leave - How Taken:

- (a) Sick Leave with pay shall be taken in minimum units of one-half hour; and
- (b) It shall not be allowed, or taken, until earned;
- (c) It may only be granted upon the approval of the employee's supervisor or the Executive Director or his or her designee, if proper notification has been made; and
- (d) In cases where the employee is absent for five or more consecutive days, the employee must provide a medical verification upon return to work. In cases where the employee previously has been counseled for sick leave misuse, the Agency can require a medical verification for any subsequent absence until such time as the employee has completed one year of satisfactory attendance.

ARTICLE 27
SICK LEAVE CONTRIBUTIONS

27.1 Regular employees shall be entitled to voluntarily donate vacation hours to another employee, based on the following criteria:

- 27.1.1 To be eligible to receive donations, 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.
- 27.1.2 Donations to be made to specified individuals only.
- 27.1.3 The person receiving the donated hours must have obtained regular status with Golden Sierra.
- 27.1.4 Donated vacation hours must be in increments of one 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. Management is exempt from participating.
- 27.1.5 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.

- 27.1.6 When an employee is utilizing donated hours, they will not accrue additional vacation, sick leave or seniority time.
- 27.1.7 The maximum time that may be initially donated into an employees' account is one thousand forty (1,040) hours. Additional time may be donated in amounts not exceeding four thousand one hundred and sixty (4,160) hours (equivalent to two years full-time employment). To be eligible to receive more than the original one thousand forty (1,040) hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work.
- 27.1.8 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.
- 27.1.9 Management staff are not eligible to donate hours.

ARTICLE 28

LEAVES OF ABSENCE

- 28.1 Temporary Leaves: The Executive Director may grant leaves without pay for temporary periods that shall not exceed 30 days. Leaves of absence of five days or less during each fiscal year are not normally treated as leaves, but rather as excused absences without pay.
- 28.2 Extended Leaves: The Executive Director may grant a leave of absence, without pay, for a period of not less than 30 days and not longer than one year, for illness, disability, or personal reasons. The maximum extent to 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 months. Extensions beyond one year, up to a maximum of one additional year, may be approved in increments of not more than six 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.
 - 28.2.1 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.
 - 28.2.2 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.

- 28.2.3 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 a probationary 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.

ARTICLE 29 GRIEVANCE PROCEDURE

29.1 Purpose:

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

29.2 Definitions:

29.2.1 Grievance: A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this MOU that adversely affects the grievant.

29.2.2 Grievant. A grievant is the union or an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplication or misinterpretations may be consolidated as a group grievance and thereafter represented by a single person or the Union.

29.2.3 Unless otherwise identified, all days are calendar days.

29.3 General Provisions:

29.3.1 This procedure shall be the exclusive procedure for adjusting grievances of employees within the bargaining unit.

29.3.2 No reprisal of any nature shall be taken against any employee for participating in the grievance procedure.

29.3.3 The grievant may be represented by a representative of his/her choosing at any level of this procedure after an initial discussion with his/her supervisor.

29.3.4 The grievant, the grievant's witnesses and representative staff shall suffer no loss of compensation or benefits while participating in this procedure.

29.3.5 Proceedings shall, whenever possible, be held during normal working hours. Grievance meetings with management shall be considered time worked.

- 29.3.6 If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period the grievance shall be considered settled based upon the decision rendered at the most recent step utilized and any right to pursue the grievance further shall be deemed waived and abandoned.
- 29.3.7 If a supervisor or manager fails to respond with an answer within the prescribed time period the grievance will automatically proceed to the next highest level in the grievance procedure.
- 29.3.8 Time limits are considered an integral and important part of this procedure and may not be waived or ignored except by mutual agreement confirmed in writing.
- 29.3.9 Any written response or meeting requirement by a Manager or other Employer representative may be provided by his/her designee.
- 29.3.10 Document service between parties to a grievance shall be made in person, by properly addressed first class U.S. Mail, or by FAX with confirming copy mailed.

29.4 Informal Resolution:

- 29.4.1 An aggrieved employee shall first discuss the grievance with his/her immediate supervisor and identify the discussion as the informal step of the procedure.
- 29.4.2 Within fifteen (15) days from the event-giving rise to the grievance or fifteen (15) days from the date the employee could reasonably have expected to have had knowledge of such event, the grievant shall discuss orally his/her grievance with his/her immediate supervisor. The supervisor shall have five working days to give an oral response to the employee.

29.5 Formal Levels:

- 29.5.1 Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the employee and/or representative may within seven (7) days of receipt of such answer file a formal written grievance on a completed grievance form with the Department Manager. Within seven (7) days, the Department Manager or designee shall have a meeting with the grievant and/or representative and within seven (7) days thereafter given a written answer to the grievant.
- 29.5.2 Level 2: If the grievant is not satisfied with the written answer from the Department Manager, the grievant may, within seven (7) days of such answer, file a written appeal to the Executive Director. Within ten (10) working days of receipt of the written appeal, the Executive Director or his/her designee shall investigate the grievance, which shall include a meeting with the concerned parties unless waived by the parties, and thereafter, give a written answer to the grievant within ten (10) working days, which answer shall be final and binding unless appealed.

29.5.3 Level 3: If the grievant is not satisfied with the decision made by the Executive Director, the grievant may request that the matter be submitted to mediation within ten working days of receipt of the Executive Director's decision. If the Executive Director and the grievant cannot agree upon a mediator, the parties will contact the California State Mediation Service and ask that a mediator be appointed. The mediation shall be scheduled for the first date available for all of the parties and the mediator.

29.5.4 Level 4: If the grievance has not been resolved by mediation, the Union may within thirty (30) days of the conclusion of mediation request a hearing of the grievance by a hearing officer. The request for a hearing shall be made in writing to the Executive Director, and the parties shall select an impartial hearing officer. If the parties cannot agree on a hearing officer, the parties shall request a list of arbitrators from the California State Mediation Service and alternatively strike off the list until one remaining arbitrator is left. The first available date permitted by the parties' schedules will be selected.

- (a) 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.
- (b) The employee and Executive Director shall have the right to call witnesses and present evidence.
- (c) The Executive Director shall be required to release employees to testify at the hearing.
- (d) 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 as provided in Section 1282.6 of the Code of Civil Procedure.
- (e) The employee shall have the right to representation, including legal counsel, if provided by the employee.
- (f) The Executive Director shall furnish a copy of the hearing officer's report to the employee or, if the employee is represented by a recognized employee organization or counsel, to that representative, without cost.

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

- (a) The Governing Body shall have 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.

- (b) 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, found and shall specify whether the material factual findings are supported by substantial evidence. The decision of the Governing Body shall be final.

29.6 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.

ARTICLE 30

FEDERAL AND STATE BUDGET IMPACTS

- 30.1 The purpose of this section is to implement steps and actions which will minimize or eliminate the adverse effects on bargaining unit employees should funds not be appropriated or approved by Congress or the State's counterpart.
- 30.2 Accordingly, the parties have agreed to meet and confer when a Government shutdown appears to be imminent. The parties have agreed to cooperate to the maximum extent feasible in adapting Golden Sierra actions and reducing the impact of the budget cuts or failure to provide funding by Congress on employees.
- 30.3 In the event of a sequestration, government shutdown, rescission or reformulation of government funding streams that has the effect of preventing Golden Sierra from being able to meet its immediate financial obligations, Golden Sierra will notify the Union of the event. During such an event, Golden Sierra can bypass the layoff provisions found within Article 17 of this MOU and, in consultation with the union and with 5-day notice, initiate the furlough of employees in a manner deemed necessary to the Agency.
 - 30.3.1 Golden Sierra shall deliver furlough notices to impacted employees five days prior to furlough.
 - 30.3.2 Furlough notices will be delivered to individual employees either in person during work hours or by certified mail, return receipt requested, at their last known address.
 - 30.3.3 Notices will indicate the actions and steps which the Golden Sierra has identified to lessen the impact of the furlough on employees.
 - 30.3.4 Employees who are furloughed will be retroactively paid and otherwise compensated (CalPERS, health benefits, leave accrual, etc.) when appropriations are approved only if the appropriations include pay for the period affected by the financial event identified above.

- 30.3.5 Cost-cutting actions; such as furloughs, freezes, etc., will be terminated at the point where funding is restored or provided.
- 30.3.6 Furloughed hours shall be considered as hours worked for purposes of calculating seniority.

ARTICLE 31 REOPENER

- 31.1 The parties agree, that, in the event of unforeseen circumstances such as emergency, catastrophe or severe economic hardship which would cause or prevent Golden Sierra from meeting or being able to meet any of its obligations under this MOU, the parties will commence the meet and confer process, and bargain in good faith regarding the impacts of layoffs in an attempt to mitigate or eliminate the reduction of staff in light of the condition or conditions of the emergency, catastrophe or severe economic hardship.
- 31.2 The parties hereto agree that this MOU concludes all discussions on compensation and fringe benefits and that no further discussions, except as provided herein or by Federal or State Law, are required on this subject as specifically provided herein until commencement of meet and confer on or about October 2017, coinciding with the termination of this MOU on November 30, 2017. It is intended that all other present resolutions, ordinances, practices and policies shall continue in force and effect during said period, without change. It is agreed that this labor agreement contains the full and complete agreement on all subject upon which the parties did bargain or could have bargained. Neither party shall be required during the term of this Agreement, to negotiate or bargain upon any other issue except as otherwise stated in this MOU. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

**ARTICLE 32
TERM OF MOU**

This MOU shall become effective on the date of execution by both parties and shall remain in full force and effect up to and including November 30, 2017.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 39, AFL-CIO**

**GOLDEN SIERRA JOB TRAINING
AGENCY**

By: _____
JERRY KALMAR,
BUSINESS MANAGER

By: _____
JASON BUCKINGHAM
EXECUTIVE DIRECTOR

By: _____
TONY DEMARCO,
PRESIDENT

By: _____
KIRK UHLER, VICE CHAIRPERSON
GOVERNING BODY

By: _____
STEVE CROUCH,
DIRECTOR OF PUBLIC EMPLOYEES

By: _____
CHUCK THIEL,
BUSINESS REPRESENTATIVE

APPENDIX A

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	---	---

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) (WAGeworks 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.

APPENDIX B

As of 6-27-15 to reflect 3% COLA

Year 1 of MOU Negotiated July 2015

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Administrative Clerk I	\$ 14.1080	\$ 14.8135	\$ 15.5541	\$ 16.3319	\$ 17.1485	\$ 18.0058	\$ 18.9062
Administrative Clerk II	\$ 15.5544	\$ 16.3322	\$ 17.1488	\$ 18.0062	\$ 18.9065	\$ 19.8519	\$ 20.8445
Senior Administrative Clerk	\$ 17.1488	\$ 18.0065	\$ 18.9066	\$ 19.8519	\$ 20.8445	\$ 21.8868	\$ 22.9812
Account Clerk I	\$ 15.0468	\$ 15.7990	\$ 16.5890	\$ 17.4184	\$ 18.2893	\$ 19.2037	\$ 20.1640
Account Clerk II	\$ 16.5863	\$ 17.4157	\$ 18.2864	\$ 19.2007	\$ 20.1608	\$ 21.1688	\$ 22.2273
Senior Account Clerk	\$ 18.2639	\$ 19.1772	\$ 20.1359	\$ 21.1428	\$ 22.1999	\$ 23.3099	\$ 24.4754
Accounting Technician	\$ 19.3849	\$ 20.3540	\$ 21.3717	\$ 22.4404	\$ 23.5624	\$ 24.7404	\$ 25.9775
Executive Assistant (unfunded)	\$ 21.7275	\$ 22.8139	\$ 23.9547	\$ 25.1524	\$ 26.4099	\$ 27.7305	\$ 29.1171
Assistant Business & Employment Specialist	\$ 21.0795	\$ 22.1335	\$ 23.2401	\$ 24.4019	\$ 25.6222	\$ 26.9033	\$ 28.2485
Associate Business & Employment Specialist	\$ 25.6216	\$ 26.9028	\$ 28.2478	\$ 29.6602	\$ 31.1433	\$ 32.7004	\$ 34.3355

As of 6-25-16 to reflect 1.5% COLA

Year 2 of MOU Negotiated July 2015

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Administrative Clerk I	\$ 14.3196	\$ 15.0357	\$ 15.7874	\$ 16.5769	\$ 17.4057	\$ 18.2759	\$ 19.1898
Administrative Clerk II	\$ 15.7877	\$ 16.5772	\$ 17.4060	\$ 18.2763	\$ 19.1901	\$ 20.1497	\$ 21.1572
Senior Administrative Clerk	\$ 17.4060	\$ 18.2766	\$ 19.1902	\$ 20.1497	\$ 21.1572	\$ 22.2151	\$ 23.3259
Account Clerk I	\$ 15.2725	\$ 16.0360	\$ 16.8378	\$ 17.6797	\$ 18.5636	\$ 19.4918	\$ 20.4665
Account Clerk II	\$ 16.8351	\$ 17.6769	\$ 18.5607	\$ 19.4887	\$ 20.4632	\$ 21.4863	\$ 22.5607
Senior Account Clerk	\$ 18.5379	\$ 19.4649	\$ 20.4379	\$ 21.4599	\$ 22.5329	\$ 23.6595	\$ 24.8425
Accounting Technician	\$ 19.6757	\$ 20.6593	\$ 21.6923	\$ 22.7770	\$ 23.9158	\$ 25.1115	\$ 26.3672
Executive Assistant (unfunded)	\$ 22.0534	\$ 23.1561	\$ 24.3140	\$ 25.5297	\$ 26.8060	\$ 28.1465	\$ 29.5539
Assistant Business & Employment Specialist	\$ 21.3957	\$ 22.4655	\$ 23.5887	\$ 24.7679	\$ 26.0065	\$ 27.3068	\$ 28.6722
Associate Business & Employment Specialist	\$ 26.0059	\$ 27.3063	\$ 28.6715	\$ 30.1051	\$ 31.6104	\$ 33.1909	\$ 34.8505

As of 6-24-17 to reflect 1.5% COLA

Year 3 of MOU Negotiated July 2015

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Administrative Clerk I	\$ 14.5344	\$ 15.2612	\$ 16.0242	\$ 16.8256	\$ 17.6668	\$ 18.5500	\$ 19.4776
Administrative Clerk II	\$ 16.0245	\$ 16.8259	\$ 17.6671	\$ 18.5504	\$ 19.4780	\$ 20.4519	\$ 21.4746
Senior Administrative Clerk	\$ 17.6671	\$ 18.5507	\$ 19.4781	\$ 20.4519	\$ 21.4746	\$ 22.5483	\$ 23.6758
Account Clerk I	\$ 15.5016	\$ 16.2765	\$ 17.0904	\$ 17.9449	\$ 18.8421	\$ 19.7842	\$ 20.7735
Account Clerk II	\$ 17.0876	\$ 17.9421	\$ 18.8391	\$ 19.7810	\$ 20.7701	\$ 21.8086	\$ 22.8991
Senior Account Clerk	\$ 18.8160	\$ 19.7569	\$ 20.7445	\$ 21.7818	\$ 22.8709	\$ 24.0144	\$ 25.2151
Accounting Technician	\$ 19.9708	\$ 20.9692	\$ 22.0177	\$ 23.1187	\$ 24.2745	\$ 25.4882	\$ 26.7627
Executive Assistant (unfunded)	\$ 22.3842	\$ 23.5034	\$ 24.6787	\$ 25.9126	\$ 27.2081	\$ 28.5687	\$ 29.9972
Assistant Business & Employment Specialist	\$ 21.7166	\$ 22.8025	\$ 23.9425	\$ 25.1394	\$ 26.3966	\$ 27.7164	\$ 29.1023
Associate Business & Employment Specialist	\$ 26.3960	\$ 27.7159	\$ 29.1016	\$ 30.5567	\$ 32.0846	\$ 33.6888	\$ 35.3733

**GOLDEN SIERRA
GOVERNING BODY**

MEMORANDUM

DATE: December 16, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: Employer Paid Member Contribution (EPMC) – Resolution 15-05

☒ Resolution ☐ Action Item ☐ Information

CalPERS has requested the attached Employer Paid Member Contribution (EMPC) Resolution to be filed by Golden Sierra. This resolution documents Golden Sierra's current negotiated agreement with the bargaining unit to pay a portion of the normal member contribution.

RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the Governing Body of the Golden Sierra Job Training Agency has the authority to implement Government Code Section 20691;

WHEREAS, the Governing Body of the Golden Sierra Job Training Agency has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the Governing Body of the Golden Sierra Job Training Agency of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the Governing Body of the Golden Sierra Job Training Agency has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all Classic employees
- This benefit shall consist of paying the following normal member contributions as EPMC:
 - 2% Effective June 27, 2015
 - 1% Effective June 25, 2016
 - 0% Effective June 24, 2017
- The effective date of this Resolution shall be June 27, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Golden Sierra Job Training Agency elects to pay EPMC, as set forth above.

Adopted at a regular/special meeting of the Governing Body at Auburn, California this 16th day of December 2015.

Ayes:

Noes:

Absent:

Signed: _____

Printed: _____

(Kirk Uhler, Vice Chairman, Governing Body)

Attest: _____

(Lorna Magnussen, Clerk to the Governing Body)

WORKFORCE SERVICES INFORMATION NOTICE

Number: WSIN15-19

Date: December 3, 2015

Expiration Date: 01/03/18
69:175:rc

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: PUBLIC COMMENT PERIOD – CALIFORNIA’S STATE PLAN, PY 2016-2019

The California Workforce Development Board (State Board) is seeking public comments on California’s Unified Strategic Workforce Development Plan (State Plan).

The four-year State Plan represents agreement among the core partners identified in the *Workforce Innovation and Opportunity Act* (WIOA) and serves as the framework for the development of public policy, fiscal investment, and operation of all state labor exchange, workforce education, and training programs. This draft State Plan meets the requirements of Federal Register Notice Docket ID number ETA-2015-0006-0002 “WIOA Unified and Combined State Plan Requirements” and the associated Information Collection Request.

The State Plan will be posted on the [State Board's website](#) for a 30-day public comment period. Comments will be accepted until 5 p.m. on January 2, 2016 and must be submitted in writing through one of the following:

Mail California Workforce Development Board
Attn: Unified State Plan Comments
800 Capitol Mall, Suite 1022
Sacramento, CA 95814

E-mail CWDBInfo@cwdb.ca.gov

Fax 916-657-1381

If you have any questions, contact Daniel X. Patterson at the State Board by e-mail at Daniel.Patterson@cwdb.ca.gov or by phone at (916) 657-1446.

/S/ JOSÉ LUIS MÁRQUEZ, Chief
Central Office Workforce Services Division

The EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: WIOA MEMORANDUMS OF UNDERSTANDING

SUBJECT MATTER HIGHLIGHTS

This policy provides guidance on the development of Memorandums of Understanding (MOUs) under the *Workforce Innovation and Opportunity Act* (WIOA).

COMMENTS DUE

December 17, 2015

Comments can be submitted through one of the following ways:

Fax	WSD, Attention: Rolando Cordova at 916-654-9753
E-Mail	Rolando.Cordova@edd.ca.gov (Include "draft comments" in the subject line)
Mail	WSD / P.O. Box 826880 / MIC 50 / Sacramento, CA 94280-0001

All comments received by the end of the comment period will be considered before the final directive is issued. The Workforce Services Branch does not respond individually to each comment received. However, a summary of comments will be released with the final directive.

Comments received after the specified due date will not be considered.

WORKFORCE SERVICES DRAFT DIRECTIVE

Number: WSDD-131

Date: November 25, 2015
69:175:rc:17866

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: WIOA MEMORANDUMS OF UNDERSTANDING

EXECUTIVE SUMMARY

Purpose

This policy provides guidance on the development of Memorandums of Understanding (MOUs) under the *Workforce Innovation and Opportunity Act* (WIOA).

Please note that this guidance was developed using the WIOA Notices of Proposed Rule Making (NPRM) and is subject to change based upon issuance of the final WIOA regulations or further guidance from the Department of Labor (DOL).

Scope

This directive applies to all Local Workforce Development Boards (Local Boards).

Effective Date

This directive is effective on the date of issuance.

REFERENCES

- WIOA (Public Law 113-128) Section 121(c)
- *Americans with Disability Act Amendment Act of 2008* (Public Law 110-325)
- Title 34 *Code of Federal Regulations* (CFR) "WIOA, Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; NPRM", Sections 678.305, 678.310, 678.315, 678.500 and 678.505
- Title 2 *Code of Federal Regulations* (CFR) Part 200

The EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

STATE-IMPOSED REQUIREMENTS

This directive contains some state-imposed requirements. These requirements are printed in ***bold, italic type.***

FILING INSTRUCTIONS

Retain this directive until further notice.

BACKGROUND

The WIOA strengthens the ability of our public workforce system to align investments in workforce, education, and economic development with regional in-demand jobs. It also focuses on the importance of providing customers with access to high-quality one-stop centers that connect them with the full range of services available in their communities.

Accordingly, California's Workforce Development Strategic Plan was developed with the following three policy objectives in mind:

- Fostering demand-driven skills attainment
- Enabling upward mobility for all Californians
- Aligning, coordinating, and integrating programs and services

To achieve these objectives, the America's Job Center of CaliforniaSM (AJCC) system must serve as an all-inclusive access point to education and training programs that provide demand-driven skills attainment, especially for those with barriers to employment.

Local Boards, with the agreement of the chief elected official (CEO), are responsible for entering into a MOU with each of the AJCC partners that outlines the operations of the overarching one-stop delivery system [WIOA Section 121(c)]. The law envisions that Local Boards will act as both the convener of the MOU negotiations as well as the shaper of how one-stop services are delivered within their Local Workforce Development Area (Local Area) (NPRM Preamble page 20602).

POLICY AND PROCEDURES

The AJCCs are the cornerstone of California's workforce development system. AJCC partners are jointly responsible for workforce and economic development, educational, and other human service programs. Therefore, collaboration is essential to establishing a quality-focused, employer-driven, and customer-centered system.

Comprehensive AJCC

Every Local Area must have at least one comprehensive AJCC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In

other words, a comprehensive AJCC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJCC partners. These include the following:

- WIOA Title I Adult, Dislocated Worker, and Youth
- WIOA Title II Adult Education and Literacy
- WIOA Title III Wagner-Peyser
- WIOA Title IV Vocational Rehabilitation
- Carl Perkins Career Technical Education
- Title V Older Americans Act
- Job Corps
- Native American Programs (Section 166)
- Migrant Seasonal Farmworkers (Section 167)
- Veterans
- Youth Build
- Trade Adjustment Assistance Act
- Community Services Block Grant
- Housing & Urban Development
- Unemployment Compensation
- Second Chance
- Temporary Assistance for Needy Families/CalWORKs

The term “access” refers to providing services through one of the following methods:

- Co-location – Program staff from each partner are physically present at the AJCC.
- Cross-training – Staff physically present at the AJCC are properly trained to provide information about all programs, services, and activities that may be available to the customer through other partners.
- Direct access through real-time technology – Access through two-way communication and interaction between customers and AJCC partners that result in services being provided. Examples may include the following:
 - Email or instant messaging.
 - Live chat via Skype or Facetime.
 - Identification of a single point of contact for service delivery at each partner program.
 - Establishment of an internet portal linking all of the partners.

(NPRM Section 678.305)

Affiliate AJCCs

An affiliate AJCC is a center that offers job seekers and employers one or more of the AJCC programs, services, and activities. These types of centers serve as access points into the local AJCC system. An affiliated site is not required to provide access to every required AJCC core or partner service and the frequency of staff presence in an affiliated center is determined at the

local level. Affiliate AJCCs can be specialized centers that address specific needs of a target population or key industry sector or cluster. Local Areas choosing to incorporate affiliated centers as part of their service delivery strategy should implement these centers in a manner that supplements and enhances customer access (NPRM Section 678.310).

Stand Alone Wagner-Peyser Office

Stand-alone Wagner-Peyser (W-P) Employment Service (ES) offices are no longer permitted. Current W-P offices may transition to an affiliate center, provided that staff from at least one other partner in the affiliated center is physically present more than 50 percent of the time during the center's business hours and an MOU has been developed with the Local Board. Additionally, the other partner must not be the partner administering local veterans' employment representatives, disabled veterans' outreach program specialists, or unemployment compensation programs. If W-P ES and any of these three programs are provided at an affiliated site, an additional partner must have staff present in the center more than 50 percent of the time during the center's business hours (NPRM Section 678.315).

Development of a Memorandum of Understanding

Each MOU should act as a functional tool as well as visionary plan for how the Local Board and AJCC partners will work together to create a unified service delivery system that best meets the needs of their shared customers.

Local Boards may develop a single "umbrella" MOU that addresses overarching issues for the Local Board, CEO, and AJCC partners as they relate to the local AJCC system. Alternatively, they may choose to enter into a separate MOU with each individual partner or groups of partners (NPRM Section 678.505). Two or more Local Areas within a planning region also have the option to develop a single joint MOU, should they wish to do so (NPRM Section 678.500).

The three major components each MOU should address are as follows:

1. Shared Customers
2. Shared Services
3. Shared Costs

Joint infrastructure funding is a critical part of establishing the foundation needed to support integrated service delivery. Therefore, under WIOA each required partner must contribute a portion of their funds toward maintaining the AJCC system. However, in order to ensure we are moving toward a customer-focused approach across all programs, the shared resources and costs portion of each MOU does not have to be negotiated until after the Local Board and AJCC partners have first addressed their shared customers and services.

Phase I and Phase II

The MOU development process will take place in two phases. Phase I of each MOU will address service coordination and collaboration amongst the partners. Subsequently, Phase II will address how to functionally and fiscally sustain the unified system described in Phase I through the use of resource sharing and joint infrastructure costs. After each phase of a MOU has been completed, it must be signed by authorized representatives of the Local Board, CEO, and AJCC partner(s).

Phase I: Service Coordination

For Phase I, Local Boards are expected to work with all of the required and optional partners in their Local Area to develop an agreement regarding the operations of the local one stop system as it relates to shared services and customers. ***Phase I of each MOU must be completed no later than June 30, 2016.***

Phase II: Shared Resources and Costs

For Phase II, Local Boards should build upon the agreements established in Phase I and determine how to best support their established service delivery model through the sharing of resources and costs. ***Phase II of each MOU must be completed no later than December 31, 2017.***

The two part schedule is being provided in order to allow time for other key WIOA milestones (e.g., Local Area subsequent designation, AJCC operator procurement, establishment of a state infrastructure fund) to be completed before Phase II of each MOU is due.

While the AJCC operator can participate in the MOU development process, the responsibility of negotiating Phase I and Phase II of each MOU cannot be delegated to them as part of the competitive procurement process. Local Boards may wish to request an assessment of an applicant's ability to leverage resources or their experience in working with the required and optional AJCC partners, but they cannot require applicants to submit each AJCC partner's financial commitments as part of the procurement process.

Every MOU must contain an assurance that it will be reviewed and updated, at a minimum, every three years in order to ensure it contains up to date information regarding funding, delivery of services, and changes in the signatory official of the Local Board, CEO, or AJCC partner(s).

In addition, each MOU must be reviewed and, if necessary, renegotiated after Local Workforce Development Plans and Regional Workforce Development Plans have been developed. This is to ensure they are properly aligned with the local priorities and strategies identified in both plans.

Strategic Timeline

During the MOU development process, Local Boards should remain aware of upcoming deadlines for several other key WIOA provisions. The timeline below takes into account current federal guidance as well as California's strategic vision for WIOA implementation:

- During PY 2015-2016, Local Boards must complete Phase I of the MOU no later than **June 30, 2016**.
- During PY 2016-2017, Local Boards must ensure that AJCC operators and career services providers are in place and operating by **June 30, 2017**.
- During PY 2017-2018, Local Boards must complete Phase II of the MOU no later than **December 31, 2017**.
- During PY 2018-2019, Local Boards must ensure that both Regional Plans and Local Plans go into effect as of **July 1, 2018**.

**Please note, dates are subject to change, pending further guidance from DOL.*

Provisions of a Memorandum of Understanding

The table below outlines content for Phase I and Phase II of the MOU development process. The left column lists the provisions that each MOU must contain, as required by WIOA, and the right column lists what corresponding information needs to be included in order to address each provision.

In addition, the state developed a Sample MOU (Attachment 1). The Sample MOU is intended to be a technical assistance tool rather than a required template; it should be used in whatever way best fits the needs of the Local Board.

Phase I June 30, 2016	
MOU Provisions Required under WIOA Section 121 (c)	Corresponding Information Needed
Services provided through the one-stop delivery system WIOA Section 121(c)(2)(A)(i) Describe the services to be provided through the one-stop delivery system consistent with the requirements of this section, including the manner in which the services will be coordinated and delivered through such a system.	<ul style="list-style-type: none">• Define the purpose, mission, values and goals of the AJCC system.• Identify the AJCC partner(s) included in the MOU (both required and optional).• Describe the AJCC system design.• Describe the AJCC system services, that are applicable to each partner, including career services and those identified in the bi-lateral agreements contained in

<p>D</p>	<p>the California Workforce Development Strategic Plan</p> <ul style="list-style-type: none"> • Identify the AJCC system customers and describe shared customers. • Describe the responsibilities of the AJCC partner(s), including joint planning and staff development/professional development.
<p>Initial Plan for Funding of Services and Operating Costs</p> <p>Describe the initial plan for Phase II as referenced in WIOA Section 121(c)(2)(A)(ii).</p>	<ul style="list-style-type: none"> • Include a commitment to sharing system operating costs. • Include an assurance that costs will be based on proportionate use and agreed upon methodology. • Include an assurance that a cost sharing agreement will be completed during Phase II of MOU process (see Attachment 1 for more guidance).
<p>Methods for Referring Customers</p> <p>WIOA Section 121(c)(2)(A)(iii)</p> <p>Describe methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities.</p>	<ul style="list-style-type: none"> • Describe the AJCC system referral process. • Describe commitment to ensuring a high quality customer service and customer-centered focus. • Identify how the AJCC system will provide direct access to partners through real-time technology.
<p>Access to Services</p> <p>WIOA Section 121(c)(2)(A)(iv)</p> <p>Describe methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system.</p>	<ul style="list-style-type: none"> • Attach an AJCC system map that identifies the location of each comprehensive and affiliate AJCC within the Local Area. • Define individuals with barriers to employment and describe how the AJCC system will ensure access and priority for services to individuals with barriers to employment. • Include a commitment by the AJCC partner(s) to work together to share data and technology. • Identify measures and internal control applied to ensure system security.

<p style="font-size: 100px; color: yellow; text-align: center;">D R</p>	<ul style="list-style-type: none"> • Include a commitment to comply with the confidentiality provisions of the respective statutes of the AJCC partner(s). • Describe how the AJCC system will provide measures to promote non-discrimination and equal opportunity. • Describe the AJCC system grievance procedures. • Include a commitment that the AJCC partner(s) will comply with the <i>Americans with Disability Act Amendment Act of 2008</i>. • Include a commitment that the AJCC partner(s) will promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.
<p>Duration of MOU</p> <p>WIOA Section 121(c)(2)(A)(v)</p> <p>Describe the duration of the MOU and the procedures for amending the memorandum during the duration of the memorandum, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services.</p>	<p style="font-size: 100px; color: yellow; text-align: center;">A F T</p> <ul style="list-style-type: none"> • Identify the effective dates of the MOU. • Include an assurance to review the MOU at least every three years. • Describe the procedures established to revise and modify the MOU. • Describe the procedures established to terminate the MOU.

Additional Resources

Supplementary federal guidance that may be of assistance during the MOU development process includes the following:

- [DOL Training and Employment Guidance Letter 04-15](#): Vision for the One-Stop Delivery system under the WIOA
- [Rehabilitation Services Administration Technical Assistance Circular 15-02](#): Vision for the State Vocational Rehabilitation Services Program as a Partner in the Workforce Development System Under the WIOA
- [Office of Career, Technical and Adult Education - Division of Adult Education and Literacy 15-4](#): Vision of the Adult Education and Literacy Act in the Workforce System and Initial Implementation of the WIOA
- [Unemployment Insurance Program Letter 20-15](#): Unemployment Insurance and the WIOA of 2014

INQUIRIES

If you have any questions regarding this directive, contact Robin Purdy at Robin.Purdy@cwdb.ca.gov or 916-657-1474.

Please direct all other questions to your assigned [Regional Advisor](#).

/S/ JOSÉ LUIS MÁRQUEZ, Chief
Central Office Workforce Services Division

Attachment is available on the internet:

1. [Sample MOU](#)

K5 Expenditure Update Material will be Distributed at the Meeting

K5 Expenditure Update Material will be Distributed at the Meeting

**GOLDEN SIERRA
GOVERNING BODY**

MEMORANDUM

DATE: December 16, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: K5 Direct Training Spending Update

☐ Resolution ☐ Action Item ☒ Information

For your review please find attached the level of spending and allowable leverage for participant direct training within the Adult and Dislocated Worker funding streams for Subgrant award No. K594759.

This data provides information for the consortium as a whole and each member county's level of expenditures as of November 30, 2015.

Golden Sierra Job Training Agency
WIA Allocation Award K594759
Award Period - July 1,2014 - June 30,2016

Adult and Dislocated Worker Formula Fund Allocations	\$ 2,491,934
Training Requirement = 25% of Allocation with an Allowable 10% for Leverage	\$ 622,983

Budgeted - Expenditure/Leverage Performance Plan

	<u>Percent</u> <u>Share of</u> <u>Target</u>	<u>15% Budget</u>	<u>Percent</u> <u>Share of</u> <u>Target</u>	<u>10% Leverage</u>	<u>25% Total</u>
Placer County	62%	\$ 231,750	62%	\$ 154,499	\$ 386,250
El Dorado County	37%	\$ 138,303	37%	\$ 92,202	\$ 230,505
Alpine County	1%	\$ 3,737	1%	\$ 2,492	\$ 6,228
		<u>\$ 373,790</u>		<u>\$ 249,193</u>	<u>\$ 622,983</u>

Completed Transactions - November 30, 2015 (Cash/Accrued/Contracted)

	<u>Target</u> <u>Obtained</u>	<u>Actual</u> <u>Expenditures</u>	<u>Target</u> <u>Obtained</u>	<u>Supported</u> <u>Leverage</u>	<u>Actual</u> <u>Expenditures</u> <u>& Leverage</u> <u>Total</u>
Placer County	133%	\$ 307,349	85%	\$ 131,521 *	\$ 438,870
El Dorado County	88%	\$ 121,924	32%	\$ 29,156	\$ 151,080
Alpine County	53%	\$ 1,988	4%	\$ 100	\$ 2,088
		<u>\$ 431,261</u>		<u>\$ 160,777</u>	<u>\$ 592,038</u>

Expenditure/Leverage Performance Based on Budgeted Plan as of November 30, 2015

	<u>+ Over- Short</u> <u>Target</u> <u>Remaining</u>	<u>Actual</u> <u>Expenditures</u> <u>Over/(Under)</u>	<u>+ Over- Short</u> <u>Target</u> <u>Remaining</u>	<u>Contract</u> <u>Supported</u> <u>Leverage</u> <u>Over/(Under)</u>	<u>Actual</u> <u>Expenditures</u> <u>& Leverage</u> <u>Total</u>
Placer County	33%	\$ 75,599	-15%	\$ (22,978)	\$ 52,621
El Dorado County	-12%	\$ (16,379)	-68%	\$ (63,046)	\$ (79,425)
Alpine County	-47%	\$ (1,749)	-96%	\$ (2,392)	\$ (4,141)
		<u>\$ 57,471</u>		<u>\$ (88,416)</u>	<u>\$ (30,945)</u>

* \$25,112 of Rapid Response used as Additional Assistance for Training.

Recap of Consortium Performance as of November 30, 2015

Formula Fund Training WIA Expenditures Target	\$ 373,790	100%
Training Expenditures Completed	\$ 431,261	104.0%
WIA Expenditures over planned budget	\$ (57,471)	0.0%