

CENTRAL SIERRA CHILD SUPPORT AGENCY Board of Directors Meeting Location:

Monday, July 22, 2024, 2:00 PM Central Sierra Child Support Agency 639 New York Ranch Rd., Jackson, California **Teleconference:**

Frank Axe – 810 Court St, Jackson, Ca 95642 David Goldemberg – 2 S. Green St, Sonora, Ca 95370 Martin Huberty – 753 S. Main St, Angels Camp, CA 95222 Anaiah Kirk – 2 S. Green St, Sonora, Ca 95370 Gary Tofanelli – 891 Mountain Ranch Rd, San Andreas, Ca 95249 Terry Woodrow – 99 Water St, Markleeville, CA 96120

BOARD OF DIRECTORS

Frank Axe	Anaiah Kirk
Jeff Brown, Vice Chair	Gary Tofanelli
David Goldemberg	Terry Woodrow
Martin Huberty, Chair	

PLEASE NOTE

All proceedings are conducted in English. The Board is committed to making its proceedings accessible to all citizens. Individuals with special needs may call 209-418-6128. All inquiries must be made at least 48 hours prior to the meeting. Public hearing items will commence no sooner than the times listed on the agenda. NOTE: This meeting will take place at the location listed above AND will be available via teleconference as follows:

Join By Phone: (US) +1 669-900-6833, Meeting ID: 816 6858 2677 Passcode: 073263

REGULAR MEETING AGENDA

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only; no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Central Sierra Child Support Agency Board of Directors; however, any matter that requires action may be referred to staff for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per topic.

<u>CONSENT AGENDA</u>: Items listed on the consent agenda are considered routine and may be enacted by one (1) motion. Any item(s) may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

I. Minutes: Review and approval of the minutes for the June 24, 2024, Board meeting.

<u>**CLOSED SESSION</u>** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).</u>

- II. Conference with Labor Negotiators (Government Code § 54957.6) -- General Unit and MCP Unit: Agency representatives: General Counsel Shannon Boyd, Executive Director Julie Prado. Represented Employees: General Unit and MCP Unit (Operating Engineers Local 3). *Discussion and possible action.*
- **III. Executive Director Evaluation (Government Code Section 54957(b)).** Possible action.

ADMINISTRATIVE MATTERS

- **IV. Final Budget 2024-2025: Public Hearing:** Discussion and possible action concerning adoption of the 2024-2025 Budget.
 - a. Prado Memorandum re FY 2024-2025 Final Budget
 - b. FY 2024-2025 Final Revenues
 - c. FY 2024-2025 Final Expenditures
- V. Office Assistant Salary Schedule: Discussion and possible action concerning the pay scale for the Office Assistant classification.
- **VI. Ratification of Collective Bargaining Agreement with General Unit.** Discussion and possible action.
- VII. Ratification of Collective Bargaining Agreement with MCP Unit. Discussion and possible action.
- **VIII. Executive Report:** Review of budget and statistical report for period ending 06/30/24; program and administrative report.

NEXT BOARD MEETING: October 28, 2024, at 2:00 pm – CSCSA, 639 New York Ranch Rd., Jackson, CA

ADJOURNMENT

AGENDA ITEM

I

BOARD OF DIRECTORS

Central Sierra Child Support Agency 639 New York Ranch Road Jackson, CA 95642

MINUTES June 24, 2024 2:00 p.m.

The Board of Directors of the Central Sierra Child Support Agency met via Zoom on the above date pursuant to adjournment, and the following proceedings were had, to wit:

Directors present: Roll call

Frank Axe Jeff Brown David Goldemberg Martin Huberty Anaiah Kirk Terry Woodrow

Absent: Gary Tofanelli

Staff present: Julie Prado, Executive Director Kim Britt, Deputy Director Lisa Bispham, Staff Services Specialist Shannon DeNatale Boyd, General Counsel

<u>PUBLIC MATTERS NOT ON THE AGENDA</u>: Executive Director Julie Prado welcomed Supervisor David Goldemberg to the Board.

CONSENT AGENDA:

I. Minutes: Review and approval of the minutes for the April 15, 2024, Board meeting.

Motion by Director Woodrow and second by Director Axe to approve the minutes as presented. Motion carries 6-0-0 with Director Tofanelli absent for the vote.

<u>**CLOSED SESSION</u>** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).</u>

II. Conference with Labor Negotiators (Government Code § 54957.6) -- General Unit and MCP Unit: Agency representatives: General Counsel Shannon Boyd, Executive

Director Julie Prado. Represented Employees: General Unit and MCP Unit (Operating Engineers Local 3). *Update given*.

ADMINISTRATIVE MATTERS

- **III.Status of Agency Budget:** Prado reminded the Board that a preliminary budget was approved in April using the anticipated revenue amounts provided to us by State DCSS. The State allows the Agency to draw down FPIF funds held for the Agency as a result of savings from the previous year; our maximum amount we can hold is \$127,000. We haven't used these funds in the past but to make the preliminary budget work we did budget \$100,000 of those dollars to make budget. Prado gave a recap of the memo provided in the board packet and shared the Agency was notified in early June that the California Legislature issued a proposed budget that included a cut of \$29.4 million to the Child Support Program. As a result of the cut, DCSS established a methodology to reduce allocation to all LCSAs. CSCSA's cut resulted in a proposed allocation cut of \$194,071 beginning in July 2024. DCSS had discussion with the legislature educating them on the impacts of the child support cuts to the families and how the Federal Financial Participation match impacts the LCSA funding. On June 17, 2024, we were notified that those discussions led to a proposed reduction in cuts from \$29.4 million down to \$18 million (\$6 million general fund), resulting in a 2.53% cut or \$108,657 to CSCSA. Prado stated that we are currently in the process of analyzing all options to reach a balanced budget which will be presented to the Board in July.
- **IV. Early Retirement Incentive:** Prado shared that one of the options to reduce expenses to balance the budget is to consider offering Early Retirement Incentives as previously offered in 2020. After discussion, Prado recommended that the Board approve an Early Retirement Incentive that offers to Agency employees that are age 65 or older and have a minimum of 20 years of service with the Agency. The Early Retirement Incentive includes \$1,000 per full year of service and a monetary amount equal to three times the monthly Agency contribution that is currently contributed to that Qualified Staff member's health and wellness benefits (medical, dental, and vision premiums).

Motion made by Director Goldemberg and seconded by Director Axe to approve the Early Retirement Incentive as presented. Motion carries 6-0-0 with Director Tofanelli absent for the vote.

RESOLUTION NO. 24-006

Resolution approving the Early Retirement Incentive as presented.

NEXT BOARD MEETING: The next board meeting is scheduled for July 22, 2024, at 2:00 pm at 639 New York Ranch Rd., Jackson, California.

ADJOURNMENT: The meeting was adjourned at 2:23 p.m.

Chair, Board of Directors

JULIE R. PRADO Executive Director By: Lisa L. Bispham, Staff Services Specialist

AGENDA ITEMS

II & III

Closed Session

AGENDA ITEM

IV



639 New York Ranch Road | Jackson CA 95642 | (209) 223-6449 CSCSA.org

Julie R. Prado, Executive Director

July 18, 2024

<u>MEMORANDUM</u>

TO:Board of DirectorsFROM:Julie R. Prado, Executive DirectorSUBJECT:2024/2025 FY Final Budget

(Item IV)

Enclosed is the proposed final budget for the 2024-2025 fiscal year, which is to be prepared for approval in July of each year, pursuant to **Section 8** of the *Amended and Restated Joint Powers Agreement*. The approved proposed budget must also be provided to the State Department of Child Support Services by July 31, 2024.

Background:

Our final allocation letter has been received and the allocation has been reduced as noted in discussions during the June Board Meeting. The reduction in funding required us to find ways to reduce our expenditures.

Note the following regarding the funding and accounting of the Agency's costs:

1. The primary sources of revenue for funding the Agency are State & Federal monies (34/66), all administered by the State Department of Child Support Services. No member county contributes revenue to the Agency. Occasionally additional revenue is received for special purposes, such as insurance monies.

2. The State advances the revenue on a monthly basis, beginning with 1/12 of the annual allocation. Every month, a claim for expenditures from the allocation is submitted to the State, which reviews the expenditures and adjusts the subsequent monthly advance if the full monies which had been advanced during that month had not been spent.

3. At the end of the state fiscal year, any amount not spent from the annual allocation is retained by the State: it cannot be "rolled over" into the next fiscal year with the exception of FPIF funds which have a maximum roll-over balance of \$127,472.

4. Each budget is created to "balance" to the allocation. In each year of the history of the Agency, and with other county LCSA's, the allocation has not been spent 100%.

Budget Build for SFY 2024-2025

Revenues:

The proposed preliminary budget includes 100% of the non-EDP revenue for the four- member counties for total revenues of **\$4,187,800.00**. The EDP allocation is projected as the same amount as SFY 23: **\$6,830.00**. The preliminary budget included a withdraw from our FPIF account in the amount of \$100,000.00 while this final budget includes a full withdraw of FPIF in the amount of **\$127,472.00**.

Expenditures:

Set forth below are notes regarding the accounts where there are changes from the 2024-25 preliminary to this final Budget.

1. Salary & Benefits:

a. **Salaries (Fund 1002000)**: The overall change from the approved preliminary budget to this final version is a *decrease* of salaries by **\$30,059.77**. This decrease is a result of unfunding a Legal Clerk position and delaying one Child Support Supervisor recruitment to October, or later. There are also some small savings in the caseworker, CFW and clerical classifications as retirements have occurred, reducing the longevity pay for those positions. This budget also includes salary for temporary help while we are filling vacancies. Lastly, this budget considers the COLA's anticipated through ratification of new union agreements.

b. **Benefits (Fund 1002500):** the budget reflects an overall change from the preliminary to final in Benefits by a *decrease* of **\$41,478.60.** This is a result of a decrease in FICA, PERS, work comp, and health benefits based on actual salaries and benefit elections of new employees as well as the reduction in salaries called out above.

2. Services & Supplies (Fund 1003000): the final budget reflects an overall change from the Preliminary Budget by an *decrease* of **\$9,647.63** resulting from salary and benefit savings. Changes to note include:

- (1) Account 55176 (Insurance): We are decreasing our budget in this area due to the timing since the preliminary hearing and the fact that actual invoices have now been received. Insurance rates have slightly reduced as a result of reduced rates.
- 3. Fixed assets (Fund 1005000): There is no change in this fund.
- 4. Automation (Fund 100700): There is no change in this fund.

RECOMMENDATION: It is recommended that your Board approve the final budget as presented for 2024-2025.

CENTRAL SIERRA CHILD SUPPORT AGENCY REVENUE BUDGET-FINAL FISCAL YEAR 2024-2025

LINE ITEM TITLE	ACCOUNT	ACCOUNT TITLE	2022-2023 FINAL	2023-2024 FINAL		2024-2025 PRELIM	2024-2025 FINAL
					-		
GENERAL FUND	40100	STATE/COUNTY REVENUES	\$ 1,410,683.80	\$ 1,460,795.72	\$	1,460,795.72	\$ 1,423,852.00
GENERAL FUND	40200	FEDERAL REVENUES	\$ 2,738,386.20	\$ 2,835,662.28	\$	2,835,662.28	\$ 2,763,948.00
GENERAL FUND	40300	FEDERAL INCENTIVE					
GENERAL FUND	40400	STATE SPECIAL PROJECTS					
GENERAL FUND	41100	EDP-RECURRING	\$ 6,830.00	\$ 6,830.00	\$	6,830.00	\$ 6,830.00
GENERAL FUND	41200	EDP-NON-RECURRING					
		TOTAL ALLOCATION BY FY:	\$ 4,155,900.00	\$ 4,303,288.00	\$	4,303,288.00	\$ 4,194,630.00

*FPIF AVAILABLE BALANCE: \$127,472.00

FY2024-2025 ALLOCATION: \$ 4,194,630.00 *FPIF/MID-YEAR REALLOCATION: \$ 127,472.00

FY2024-2025 TOTAL REVENUE: \$ 4,322,102.00

CENTRAL SIERRA CHILD SUPPORT AGENCY EXPENDITURE BUDGET - FINAL FISCAL YEAR 2024-2025

				2022-2023		2023-2024		2024-2025		2024-2025
		ACCOUNT TITLE		FINAL		FINAL		PRELIM		FINAL
1002000		SALARIES								
SALARIES		CASEWORKERS	\$	666,742.00	\$	685,570.88	\$	660,301.60	\$	650,143.34
SALARIES	51010	CSS STAFF SUPERVISORS	\$	251,871.00	\$	224,333.91	\$	211,886.40	\$	200,352.73
SALARIES	51020	CS MANAGERS	\$	-	\$	108,659.86	\$	115,096.80	\$	117,766.30
SALARIES	51015	CS CLERICAL	\$	153,580.00	\$	143,991.40	\$	126,034.90	\$	82,453.01
SALARIES	51035	ATTORNEYS	\$	275,382.00	\$	161,852.83	\$	162,285.43	\$	166,026.56
SALARIES	51060	CFW	\$	120,368.00	\$	58,709.03	\$	43,867.20	\$	39,817.92
SALARIES	51067	OVERTIME	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
SALARIES	51078	ADMINISTRATORS	\$	314,834.00	\$	339,708.48	\$	353,905.74	\$	353,912.00
SALARIES	51088	ADMINISTRATION SUPPORT	\$	344,672.00	\$	349,802.25	\$	380,450.02	\$	362,602.46
SALARIES	51066	TEMP/EXTRA HELP	\$	-	\$	-	\$	-	\$	50,694.00
		TOTAL SALARIES	\$	2,129,949.00	\$	2,075,128.64	\$	2,056,328.09	\$	2,026,268.32
LINE ITEM TITLE A	CCOUNT	ACCOUNT TITLE		2022-2023 FINAL		2023-2024 FINAL		2024-2025 PRELIM		2024-2025 FINAL
1002500		BENEFITS								
BENEFITS	51340	LEAVE LIABILITY FUND	\$	70,000.00	\$	30,000.00	\$	20,000.00	\$	20,000.00
BENEFITS	51451	1959-EMPLOYER	\$	300.00	\$	100.00	\$	100.00	\$	52.25
BENEFITS	51452	1959-EMPLOYEE	\$	118.00	\$	75.40	\$	40.00	\$	-
BENEFITS	51453	FICA	\$	120,000.00	\$	119,812.56	\$	124,402.28	\$	125,473.64
BENEFITS	51454	MEDICARE	\$	31,000.00	\$	30,053.12	\$	29,914.00	\$	29,267.64
BENEFITS		PERS-EMPLOYER	\$	552,200.00	\$	505,484.34	\$	576,951.76	\$	549,451.29
BENEFITS		PERS-PEPRA	\$	31,300.00	\$	60,916.43	\$	75,491.16	\$	77,353.01
BENEFITS		LONG TERM DISABILITY (LTD)	\$	7,200.00	\$	6,984.76	\$	7,000.00	\$	6,660.00
BENEFITS		WORKERS COMPENSATION	\$	58,000.00	\$	52,332.00	\$	61,000.00	\$ \$	51,236.00
BENEFITS		UNEMPLOYMENT (UI) & ETT	φ \$	3,200.00	φ \$	3,800.00	φ \$	3,584.00	φ \$	3,584.00
		HEALTH BENEFITS - INSURANCE	φ \$	420,000.00	φ \$	512,942.16	φ \$	595,805.09	φ \$	573,239.62
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		HEALTH BENEFITS - IN LIEU	\$	21,000.00	\$	11,280.00	\$	9,120.00	\$	11,880.00
			\$	6,500.00	\$	12,049.80	\$	11,300.00	\$	11,304.00
BENEFITS		LIFE INSURANCE/AD&D	\$	5,000.00	\$	4,849.95	\$	4,800.00	\$	4,623.00
BENEFITS		WELLNESS PROGRAM	\$	6,000.00	\$	6,520.00	\$	4,000.00	\$	6,380.00
BENEFITS	51464	DEFERRED COMPENSATION	\$	50,500.00	\$	45,643.92	\$	31,106.76	\$	42,632.00
BENEFITS	51465	TRAVEL ALLOWANCE	\$	-	\$	6,000.00	\$	6,000.00	\$	6,000.00
BENEFITS	51466	CELL PHONE STIPEND	\$	3,000.00	\$	4,800.00	\$	4,200.00	\$	4,200.00
		TOTAL BENEFITS	\$	1,385,318.00	\$	1,413,644.44	\$	1,564,815.05	\$	1,523,336.45
			_							
				2022-2023 FINAL		2023-2024 FINAL		2024-2025 PRELIM		2024-2025 FINAL
		ACCOUNT TITLE SERVICES & SUPPLIES		FINAL	<u> </u>	FINAL		PRELIM		FINAL
1003000 SERVICES & SUPPLIES		MEMBERSHIP DUES/SUBSCRIP.	\$	15,000.00	\$	7,000.00	\$	6,700.00	\$	6,700.00
SERVICES & SUPPLIES		e-OSCAR	\$	240.00		120.00		120.00		120.00
SERVICES & SUPPLIES		POP PROGRAM	\$	3,500.00	·	3,500.00		3,500.00		3,500.00
SERVICES & SUPPLIES	54149.1	JACKSON LEASE	\$	78,000.00		81,600.00	\$	92,400.00	\$	92,400.00
		CALAVERAS LEASE	\$	-	\$	-	\$	11,568.00		11,568.00
			\$	60,000.00		60,000.00	\$	72,000.00		71,997.12
		OTHER FACILITY EXP-JACKSON OTHER FACILITY EXP-CALAVERAS	\$ \$	15,000.00 4,300.00		22,000.00 8,600.00	\$ ¢	22,000.00	\$ ¢	22,000.00
		OTHER FACILITY EXP-CALAVERAS	\$ \$	4,300.00		15,000.00	\$ \$	- 15,000.00	\$ \$	- 15,000.00
ISERVICES & SUPPLIES	01101.0						_	-		
	54152.1	COMMUNICATIONS-JACKSON	S	9.000 00	s	9.000.00	s	8.400.00		8.400.00
SERVICES & SUPPLIES		COMMUNICATIONS-JACKSON COMMUNICATIONS-SONORA	\$ \$	9,000.00 6,800.00	·	9,000.00 7,100.00	\$ \$	8,400.00 6,000.00		8,400.00 6,000.00
SERVICES & SUPPLIES	54152.5 54154.1			6,800.00 20,000.00	\$ \$		\$ \$		\$	

CENTRAL SIERRA CHILD SUPPORT AGENCY EXPENDITURE BUDGET - FINAL FISCAL YEAR 2024-2025

				2022-2023		2023-2024		2024-2025		2024-2025
LINE ITEM TITLE	ACCOUNT	ACCOUNT TITLE		FINAL		FINAL		PRELIM		FINAL
SERVICES & SUPPLIES	54157.1	POSTAGE	\$	15,000.00	\$	15,000.00	\$	12,240.00	\$	12,240.00
SERVICES & SUPPLIES	54159	TRAVEL EXPENSES	\$	10,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00
SERVICES & SUPPLIES	55169.1	OTHER COUNTY AGENCIES - AMADOR	\$	12,000.00	\$	7,500.00	\$	-	\$	-
SERVICES & SUPPLIES	55169.3	OTHER COUNTY AGENCIES - CALAVERAS	\$	1,500.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
SERVICES & SUPPLIES	55169.5	OTHER COUNTY AGENCIES - TUOLUMNE	\$	400.00	\$	-	\$	-	\$	-
SERVICES & SUPPLIES	55174	OTHER CONSULT/AGENCIES	\$	50,000.00	\$	40,000.00	\$	40,000.00	\$	40,000.00
SERVICES & SUPPLIES	55176	INSURANCE	\$	105,200.00	\$	124,900.00	\$	159,300.00	\$	143,948.00
SERVICES & SUPPLIES	56180	MARKETING & OUTREACH	\$	15,000.00	\$	100,000.00	\$	70,000.00	\$	70,000.00
SERVICES & SUPPLIES	56182	LEGAL SERVICES	\$	45,000.00	\$	45,000.00	\$	45,000.00	\$	45,000.00
SERVICES & SUPPLIES	56190.1	SERVICE OF PROCESS	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
SERVICES & SUPPLIES	56192	VEHICLE MAINTENANCE	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
SERVICES & SUPPLIES	56198	ADMINISTRATION COSTS	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00
SERVICES & SUPPLIES	56199.1	OTH SERVICES - IT SERVICES	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
SERVICES & SUPPLIES	56199.2	OTH SERVICES - MISCELLANEOUS	\$	15,763.00	\$	7,034.92	\$	1,186.86	\$	6,894.11
SERVICES & SUPPLIES	57000.1	UTILITIES-JACKSON	\$	25,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00
SERVICES & SUPPLIES	57000.3	UTILITIES-CALAVERAS	\$	1,100.00	\$	1,000.00	\$	600.00	\$	600.00
SERVICES & SUPPLIES	57000.5	UTILITIES-SONORA	\$	8,000.00	\$	12,500.00	\$	12,500.00	\$	12,500.00
SERVICES & SUPPLIES	59100	TRAINING	\$	50,000.00	\$	100,000.00	\$	75,000.00	\$	75,000.00
		TOTAL SERVICES & SUPPLIES	\$	623,803.00	\$	790,854.92	\$	765,314.86	\$	755,667.23
				2022-2023 FINAL		2023-2024 FINAL		2024-2025 PRELIM		2024-2025 FINAL
LINE ITEM TITLE	ACCOUNT									TINAL
1005000	00455	FIXED ASSETS	•	40.000.00	•	40.000.00	•	40.000.00	•	10,000,00
FIXED ASSETS	60155	EQUIPMENT	\$	10,000.00		10,000.00	•	10,000.00		10,000.00
		TOTAL FIXED ASSETS	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
		TOTAL ADMIN	\$	4.149.070.00	\$	4.296.458.00	\$	4.396.458.00	¢	4 245 272 00
			Ф	4,149,070.00	Э	4,290,498.00	Þ	4,390,436.00	Þ	4,315,272.00
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LINE ITEM TITLE	ACCOUNT	ACCOUNT TITLE		2022-2023 FINAL		2023-2024 FINAL		2024-2025 PRELIM		2024-2025 FINAL
1007000		AUTOMATION								
AUTOMATION	80217	EDP-RECURRING	\$	6.830.00	\$	6.830.00	\$	6.830.00	\$	6.830.00
AUTOMATION	80219	EDP-NON-RECURRING	\$	-	\$	-	\$	-	\$	-
		TOTAL AUTOMATION	\$	6.830.00	\$	6.830.00	\$	6.830.00	\$	6.830.00
			Ŷ	0,000.00	<u> </u>	0,000.00	Ψ	0,000.00	Ŷ	0,000.00
		GRAND TOTAL	\$	4,155,900.00	\$	4,303,288.00	\$	4,403,288.00	\$	4,322,102.00

AGENDA ITEM

V



MEMORANDUM

DATE: July 18, 2024

TO: Board of Directors

FROM: Julie R. Prado, Executive Director

SUBJECT:Office Assistant Salary Range(Agenda Item V)

The Office Assistant (OA) pay scale is currently set as follows:

Title	Step A	Step B	Step C	Step D	Step E	Step F
OA Level I	\$15.69	\$16.48	\$17.30	\$18.16	\$19.08	\$19.55
OA Level II	\$17.35	\$18.23	\$19.14	\$20.09	\$21.09	\$21.62

The minimum wage in California is now \$16.00 per hour, requiring an adjustment to this pay scale. The following adjusted pay scale is proposed and has been discussed with the union who concurs with the change.

Title	Step A	Step B	Step C	Step D	Step E	Step F
OA Level I	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45	\$19.93
OA Level II	\$17.54	\$18.42	\$19.34	\$20.30	\$21.32	\$21.85

Recommendation: That the Board increase the salary for the Office Assistant classification to the levels indicated in the schedule above.

AGENDA ITEM

VI



MEMORANDUM

DATE: July 18, 2024

TO: Board of Directors

FROM: Julie R. Prado, Executive Director

SUBJECT: Ratification of Labor Contract-General Unit

(Item VI)

The General Unit has reached a Tentative Agreement for a three-year contract which was ratified by members on July 9, 2024. The agreement includes updates to terminology and miscellaneous clarifications of Agency practices along with the correction of various typographical error, the details of which are included in the attached Tentative Agreement (TA). Below is a summary of material changes:

- A. Change the term of the contract such that the contract expires on June 30, allowing negotiations to occur in time to incorporate COLA's into the budget build. For this contract, the term will be October 1, 2024-June 30, 2027.
- B. Salary increases 3% salary schedule adjustment effective October 1, 2024; 3% salary schedule adjustment effective July 1, 2025; 3% salary schedule adjustment effective July 1, 2026.
- C. Wellness stipend Increase annual wellness stipend from \$150 to \$250 and eliminating the receipt and claims process; employees will be required to sign a statement indicating that they will or have used the wellness funds for items identified as qualifying for wellness.
- D. In Lieu Increase of cash in lieu of major medical coverage from \$350 to \$400.
- E. Deferred Compensation Match Broadening the match program of up to \$55.00 per month to extend to all employees in the unit. Previously this benefit was provided only to employees hired by the Agency prior to October 2018.

Recommendation: It is recommended that the Board ratify the Tentative Agreement with the General Unit.

Tentative Agreement Between

the Central Sierra Child Support Agency

and

Operating Engineers No. 3, General Unit

June 28, 2024

On June 28, 2024, the Central Sierra Child Support Agency ("the Agency") and the Operating Engineers No. 3, General Unit ("the General Unit") reached a Tentative Agreement on a successor Memorandum of Understanding. The Agency and the General Unit will collectively be referred to as "the Parties". The Parties agreed to the following terms, with deletions marked by strikethroughs and new language marked by red font:

1. INTRODUCTION

This agreement is made and entered into by and between the Central Sierra Child Support Agency, referred to as the "Agency", and the Services Employees International Union Local 1021, and Operating Engineers Local 3, hereinafter referred to collectively as the "Union".

This Agreement was reached pursuant to, and in accordance with, the provisions of California Government Code sections 3500-3510.

Except as otherwise provided herein, this Agreement shall be binding upon the Agency and the Union, or its successors upon ratification by the Board. All matters within the scope of representation, as defined by California Government Code section 3504, or its successors, shall be subject to renegotiation by the Agency and the Union in accordance with the provisions of this Agreement, and of the California Government Code sections 3500-3510, or its successors.

All rights, privileges, powers, and authority stipulated by state and/or federal law shall be adhered to by the Agency and the Union until such time as those rights, privileges, powers, and authority are changed by state and/or federal law.

If the Agency receives notice that its funding will increase or decrease by 3% or more, then negotiations on the MOU may be reopened effective upon notice of said funding decrease or increase. Negotiations shall be limited to salary only unless otherwise mutually agreed. Either party who wishes to reopen negotiations under this paragraph shall give notice in writing within 60 days of the notice of funding increase or decrease.

2. Union Designation

2.1 Membership

A. Union membership of a bargaining unit of a county joining the Agency shall remain

the same if the bargaining unit is represented by a Union recognized by the Agency, and if the classifications are substantially similar to those classifications in the bargaining unit.

- B. New positions created and assigned to a Union represented Unit shall be designated for membership in SEIU Local 1021 and Operating Engineers Local 3 on an alternating basis. New employees filling existing positions will be assigned to the Union of which the prior employee was a member.
- C. The Agency shall maintain a record of the assignment of new employees based on the methodology set forth above. The record may be inspected upon request by a union representative or union steward.
- 2.2 Representation
- A. The Unions will notify the Agency each contract cycle which Union will perform the lead negotiator functions for all meet and confer requirements.
- B. The Agency agrees to notify both SEIU Local 1021 and Operating Engineers Local 3 of all meet and confer requests.
- 3. 2.3 The Agency shall allow a reasonable number of representatives designated by the Union, which shall not exceed three (3 two (2), reasonable time off work with one employee representing SEIU Local 1021 and two (2) representing Operation Engineers Local 3 for at-the-table bargaining for a total of 36 hours each starting from the beginning of bargaining, except by mutual consent of the Agency and the Union. Such time off work shall be for formal negotiations with the Agency for purposes of reaching a successor to this Agreement on wages, hours, and for other terms and conditions of employment. In addition, paid time off will be granted for adequate travel time if one or more of the representatives is an employee who must travel to negotiations from their respective county.
- **4.** 2.4 The Agency shall allow one (1) Union representative, chosen by the Unions, release time to attend necessary portions of the public session of scheduled meetings of the Board of Directors when issues affecting the bargaining unit are on the agenda.
- 5. <u>2.5 The Health Insurance Committee will be paid for time spent working with the Executive Director and at his/her direction.</u>
- **6.** 2.6
 - A. The employer shall honor an employee's check off authorization for dues, COPE or other Union sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law.
 - B. Deductions for dues, COPE or other Union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Union through payment by check no later than thirty (30) days after the deduction from the employee's earnings occur.
 - C. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether

an authorization/change in deduction(s) has been requested by the employee. – move to 2.6A

- D. The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- E. The Union shall indemnify the employer for any claims made regarding such deductions.
- F. Violations of this Section of the MOU are grievable.
- 7. 2.7 When requested by the Union but no more frequently than once every 120 days, the employer shall produce to SEIU Local 1021 and Operating Engineers Local 3 Membership Department, a malleable electronic file containing the information listed below. For new employees, the Agency will provide this information by the first pay period of the month following hire or within 30 days of hire. The Agency reserves its statutory and legal rights regarding communications with its represented and unrepresented employees; nothing herein is intended to detract from those statutory rights.
 - 1. Full Name (first, middle, last, suffix)
 - 2. Job Classification
 - 3. Job Type (full-time, part-time, per diem, as needed)
 - 4. Bargaining Unit
 - 5. Hours worked in the preceding payroll period, which are the basis for the dues deduction amount.
 - 6. Pay Step
 - 7. Pay Rate
 - 8. Pay Status (active, on leave, separated from employment, etc.)

The Union shall defend and indemnify the employer for any claims made by employees regarding the provision of the information provided to the Union by the Agency.

- 8. 2.11 A. Each The Union shall have the right to elect up to two (2) stewards (one (1) regular and one (1) alternate) for each of the major work sites (Jackson and Sonora). Stewards will be given time off, without loss of pay or benefits, to attend meetings or hearings held pursuant to Section 6 of this Agreement limited by this section. Such time off will be scheduled with the steward's immediate supervisor and shall not unduly disrupt the work of any employee. The Union will inform the Director of the names of the stewards, their area of representation, and any changes in those names before the steward will be allowed time off.
- **9.** 4.2 The voluntary furlough program may be utilized before the mandatory program is implemented. The Executive Director has the final authority to approve or disprove deny each request for voluntary furlough. If the request is approved, the following provisions will apply:
 - A. The Agency shall continue benefits and pay its share of health premiums for furloughed employees.
 - B. Sick leave and vacation hours shall continue to accrue at the employee's regular accrual rate during furlough periods.
 - C. A furlough day that occurs in conjunction with an Agency holiday will not affect the employee's right to be paid for that holiday.

- D. Furlough days will not alter an employee's date of hire, length of service, or seniority.
- **10.** 6.3 C. On-duty or off-duty conduct, including without limitation, behavior or crimes that do not all fall within subsection (B) above, that tends to bring the Agency service into dispute, or is a direct hindrance to the effective performance of Agency functions;
- 11. 6.3 Q. Improper pollical political activity as set forth in Rule 110.1 of the Personnel Rules and Regulations;
- 12. 7.3 The Agency shall allow an employee reasonable time off work, without loss of pay or benefits, in order to process a grievance during normal working hours. "Processing", as used herein, does not include investigation or preparation of the written grievance. IN-In the case of multiple grievances on the same issue, the Agency may elect to resolve the issue by having one (1) joint hearing on all the grievances.
- 13. 8.1 Replace "Columbus Day" with "Indigenous People's Day" (date remains the same)
- 14. 10.1 E. Thirty (30) das days (240 hours) is the maximum number of donated days an employee may take for one (1) occurrence. In extraordinary circumstances, the JPA Board may allow an increase of the thirty (30) day limit.
- 15. 11.4 Meal Breaks: Non-exempt employees are required to take unpaid, off-duty meal brakes breaks of no less than thirty (30) minutes as set forth herein. Consult with their supervisor for the length of meal break you are entitled to receive Employees should consult with their supervisor regarding the length of meal break they are entitled to. It is the non-exempt employee's responsibility to clock out for this lunch break and clock back in when returning to work. Non-exempt employees are required to take a meal break if they are working a shift longer than five (5) consecutive hours. If a non-exempt employee is working a shift that is five (5) to ten (10) consecutive hours in length, such an employee is required to take a meal break no later than the four hours and 59 minutes into their shift. If an employee works 6 (six) hours or less in a given day, the lunch hour may be waived. If a non-exempt employee works a shift twelve (12) to eighteen (18) consecutive hours in length, then they are required to take a second meal break no later than the end of the employee's nine (9) hours and 59 minutes into their shift. These meal breaks must be off-duty, meaning the employee must be relieved of all his/her duties, must not be interrupted by work including by answering the work phone or work calls, and is free to leave work to take the meal break. Meal breaks cannot be combined with each other or with rest breaks.
- 16. 12.7 The exception to the forgoing paragraphs is when an employee with a Tuolumne, Calaveras or an Amador home office assignment is directed to travel for the day to one of the other member counties. The employee will be entitled to mileage but no reimbursement for meals.
- 17. If the Executive Director assigns on a temporary basis to Alpine County an employee with a home office assignment in either the Tuolumne, Amador or Calaveras offices, only lunch may be claimed unless the temporary assignment is for more than one workday. If the assignment if is for more than one workday, a reimbursement plan shall be established by the Executive Director prior to the assignment.
- 18. 13.9 Every regular employee may enroll in a deferred compensation annuity program offered by a carrier through the Agency in accordance with the enrollment provisions

established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction. The Agency may withdraw at any time from participating in any deferred compensation annuity program which has not met its obligations in accordance with reporting and/or Internal Revenue Service (IRS) requirements after meeting and conferring thereon.

- 15.1 This Agreement is effective October 1, 2021 2024 and shall terminate September June 30, 2024 2027, provided that the Agency and the Agency's employees shall continue to be governed by its terms and conditions after September June 30, 2024 2027, until a successor to this Agreement is in effect.
- 20. SECTION 14 CLASSIFICATION AND WAGES, Wages 14.5: Effective October 1, 2024, all employees covered under this MOU shall receive a three percent (3%) salary schedule adjustment.

Effective July 1, 2025, all employees covered under this MOU shall receive a three percent (3%) salary schedule adjustment.

Effective July 1, 2026, all employees covered under this MOU shall receive a three percent (3%) salary schedule adjustment.

21. Revised-Office Assistant Salary Schedule, which will receive the same increases set forth above at the allocated times.

Proposed Salary		А	В	С	D	Е	F
Office Assistant	Level I	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45	\$19.93
Office Assistant	Level II	\$17.54	\$18.42	\$19.34	\$20.30	\$21.32	\$21.85

22. SECTION 13 HEALTH AND WELFARE BENEFITS/RETIREMENT, Medical Insurance Coverage 13.4:

13.4 After showing proof thereof, any employee covered by other major medical (meaning not a catastrophic policy) may elect to take the cash amount each month in lieu of major medical of \$350.00 \$400.00 per month. If an employee is receiving coverage on a pro-rated basis, the in-lieu amount for declining coverage shall be pro-rated

23. SECTION 13 HEALTH AND WELFARE BENEFITS/RETIREMENT, Deferred Compensation Annuity Program 13.10:

13.10: For employees hired on or before September 30, 2018 all employees covered by this MOU, the Agency will match the employee's deferred compensation annuity

program contribution up to a maximum of \$55.00 per month. Employees hired on or after October 1, 2018 shall not be entitled to receive Agency match for the deferred compensation annuity program contributions. The Agency contributions for part time employees shall be prorated based on the part time employee's regularly scheduled hours worked.

24. SECTION 1 LABOR MANAGEMENT COMMITTEE

1.1 C. The Committee will be composed of two (2) Agency management representatives and four (4) two (2) representatives appointed by the Union. At least one of the Union representatives will be a Union official. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues. Meetings will be held virtually held on non-paid Agency time, not to exceed one hour unless mutually agreed upon by the parties. generally planned for lunchtime.

25. SECTION 2 UNION RIGHTS, Union Designation, Regular Receipt of Bargaining Lists 2.8: GU seeks to add Assembly Bill 119 (California). CSCSA will review the language upon receipt and the parties will work together to implement agreed upon language.

26. SECTION 6 DISCIPLINARY ACTIONS

6.5 Pre-disciplinary actions include an oral warning and a Memorandum of Correction which remain in the Supervisor's evaluation file and shall automatically be expunged after one year. Disciplinary action, beginning with a Letter of Reprimand, will be placed in the employee's personnel file. Letters of Reprimand are not subject to the appeal process. However, within 30 days of receipt of a reprimand, an employee may write a written rebuttal to the reprimand which shall be affixed to the reprimand and placed in the personnel file. An employee may request to the Executive Director that a Letter of Reprimand be expunged from his/her personnel file after two (2) years. The Executive Director will take due consideration of the request, however, after three (3) years upon request by the employee, the Letter of Reprimand shall be expunged from their file. In the Letter of Reprimand, the employee shall receive notice that the employee can, after three years, request that the Letter of Reprimand be expunged from their file.

27. SECTION 7 GRIEVANCES, Grievance Appeal Procedure 7.4-7.10:

7.4. Within fifteen (15) calendar working days of when the grievant could reasonably have known of the event or condition which forms the basis of the grievance, the grievance shall be presented, in writing to the Agency official who has supervisory authority over the grievant, or in the case of the Agency's being the grievant, to the affected employee. For purposes of this Article, "working day" shall be defined as a day in which the Agency is operating.

7.5. Within five (5) calendar ten working days of receipt of the grievance, the parties shall

meet and attempt to resolve the grievance.

7.6 Within five (5) calendar ten working days of such a meeting, when the grievant is an employee, the Agency supervisory or management official shall serve written notice of the decision to the grievant.

7.7 If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing to the Executive Director within five (5) calendar working days of receipt of the written decision at Step 1 or within five (5) calendar working days after the decision deadline at Step 1 has elapsed.

7.8 Any appeal from a Step 1 decision on a grievance shall be in writing. The Executive Director shall meet with the employee in an attempt to resolve the grievance within five (5) calendar working days of the appeal of the Step 1 decision. The Executive Director shall render a written decision on the matter within five (5) calendar working days of the meeting.

7.9 The grievant may appeal the decision at Step 2 to the American Arbitration Association in the same manner as a disciplinary appeal.

7.10: The parties will equally divide the cost of the arbitration regardless of its outcome.

28. SECTION 8 LEAVE PROVISIONS, Vacation Leave 8.8 (B)&(C):

B. Maximum Vacation Accrual:

Members will have annual hours of vacation earned and maximum hours of vacation leave accrued as follows in the following periods:

<u>Vacation Accruals and Maximum per Years of Service, Effective from October 1,</u> <u>2021 to June 25, 2022:</u>

0 to less than 3 years = 88 hours per year/264 hours maximum accrual 3 years to less than 10 years = 128 hours per year/400 hours maximum accrual 10 years and above = 168 hours per year/504 hours maximum accrual

<u>Vacation Accruals and Maximum per Years of Service, Effective from June 26,</u> 2022 to June 24, 2023:

0 to less than 3 years = 88 hours per year/264 hours maximum accrual 3 years to less than 10 years = 128 hours per year/400 hours maximum accrual 10 years and above = 168 hours per year/450 hours maximum accrual

Vacation Accruals and Maximum per Years of Service, Effective from June 25, 2023

0 to less than 3 years = 88 hours per year/264 hours maximum accrual 3 years to less than 10 years = 128 hours per year/400 hours maximum accrual 10 years and above = 168 hours per year/400 hours maximum accrual C. Any member who has vacation hours in excess of equal to the maximum accrual shall cease accruing additional vacation hours until the Member's vacation balance is equal to or less than the maximum accrual.

29. SECTION 8 LEAVE PROVISIONS, Vacation Pay-Offs 8.13

- A. There shall be no more than one (1) vacation pay-off each fiscal year (July 1 through June 30);
- B. For a pay-off to be granted, an employee must have taken at least eighty (80) vacation hours within the prior twelve (12) months; and
- C. Vacation pay-off requests shall be submitted between May 1 and May 10. Such requests will be honored, subject to the Agency's financial ability to afford vacation buyouts in a given year as determined at the sole discretion of the Executive Director. The Executive Director will respond to vacation pay-off requests by May 20. If the Executive Director determines that Agency funds are insufficient to honor all requests, the Agency will honor such requests on a prorated basis.
- D. For May 2022 and May 2023, vacation pay off requests may be submitted for a maximum of 80 hours in each year, subject to the rules outlined in 8.13(A) through 8.13(C). The maximum vacation pay-off shall revert back to 40 hours effective May 2024.

30. SECTION 8 LEAVE PROVISIONS, Sick Leave:

8.15 Employees are entitled to use sick leave pay for those days/hours which the employee would normally have worked to a maximum of the hours accrued unless otherwise specified herein, for the purposes set forth below. Sick leave shall be taken in increments of .25 hours: 15 minutes, for purposes as permitted by applicable California law and noted in Agency policy, which shall not conflict with California law. Per California law, sick leave includes "designated persons", in which case the employee can designate one designated person per 12 month period.

- A. For preventative medical, dental, optical care, illness or injury to the employee or the persons set forth below; for bereavement leave as set forth hereinafter; or for catastrophic destruction of property of the employee.
- B. "Illness or injury" as defined as:
 - (1) Medically defined illness or injury
 - (2) Medical complications arising from pregnancy and childbirth.
 - (3) Time in a hospital, clinic, or physician's office caused by the illness or injury to the employee, or the persons listed below, or the employee's pregnancy
 - (4) Any qualifying injury or illness as governed by the Family Medical Leave Act (FMLA) as discussed herein
- C. Persons for whose care the employee may use sick leave include the relationships set forth below.
 - Adult or minor child, defined as biological or adopted child, foster child, step child, legal ward, grandchild

- Parent/other relative, defined as biological or adoptive parent or grandparent, foster parent, step-parent, sibling, adult legal ward, uncle, aunt, nephew, niece or relative-in-law (mother-, father-, brother-, sister-, son-, or daughterin law)
- Spouse/partner, defined as spouse or registered domestic partner

8.16 Sick leave can also be used for catastrophic destruction of property of the employee. The verification and approval of leave for the catastrophic destruction of property of the employee must be obtained prior to the employee's taking leave for this purpose, except in cases of bona fide emergency, upon which the Agency shall require verification and justification of the use of leave following an employee's use thereof.

31. SECTION 8 LEAVE PROVISIONS, Bereavement Leave 8.23

8.23.A regular employee shall be granted leave not to exceed fifteen (15) days/ one hundred twenty (120) hours (per death) on account of the death of the following persons: set forth above in section 8.15^4 .

- Adult or minor child, defined as biological or adopted child, foster child, step child, legal ward, grandchild
- Parent/other relative, defined as biological or adoptive parent or grandparent, foster parent, step parent, sibling, adult legal ward, uncle, aunt, nephew, niece, or relative in law (mother, father, brother, sister, son, or daughter in law)
- Spouse/partner, defined as spouse or registered domestic partner

The Agency may require, upon an employee's return from bereavement leave, appropriate verification as permitted under Government Code section 12945.7(f) of the employee's absence from work on account of the death of said person. Available sick leave may be used for these purposes. The days of bereavement leave need not be consecutive but pursuant to Government Code section 12945.7(d) must be taken within three months of the death, unless verification is provided that the leave is being used to attend a funeral or other memorial service relating to a death that is being held more than three months after the qualified individual's death. The Executive Director has sole discretion to approve or deny a request for bereavement leave made more than 3 months after a qualified individual's death; the denial of such a request is not grievable.

A. <u>Use of compensatory time earned (CTE) and vacation time:</u> An employee who exhausts his/her available sick leave shall utilize his/her available CTE until all available CTE is exhausted, whereupon the employee shall utilize his/her available vacation leave until his/her available vacation leave is exhausted at which time the employee would be on leave without pay (LWOP).

¹ This includes:

⁻ Adult or minor child, defined as biological or adopted child, foster child, stepchild, legal ward, grandchild.

⁻ Parent/other relative, defined as biological or adoptive parent or grandparent, foster parent, stepparent, sibling, adult legal ward, aunt, uncle, nephew, niece, or relative-in-law (mother-, father-, brother-, sister-, son-, or daughter-in law).

⁻ Spouse/partner, defined as spouse or registered domestic partner

B. <u>Bereavement leave not charged to paid leave types.</u>

(1) Where the deceased person is one of the following relationships, a maximum of three (3) days/twenty-four (24) hours shall not be charged against the employee's available sick or other leave, but instead shall be paid leave. These 3 days shall be counted as part of the total 15 days of bereavement leave per death provided under this section:

a. Adult or minor child, whether biological, adoptive, foster or step-child;b. Parent, whether biological, adoptive, foster, step-parent or parent-in-law; or

c. Spouse or registered domestic partner; or

d. Sibling.

32. SECTION 9 LEAVE BALANCE CONVERSION OPTIONS

Tier 1 is composed of General Unit Members hired on or before September 30, 2018. Tier 2 is composed of General Unit Members hired on or after October 1, 2018.

9.1 Except as indicated in section 9.2, both Tier 1 and Tier 2 General Unit Members who retire from the Agency shall be entitled to select one of the following options:

- A. An employee may elect to apply all accumulated sick leave towards PERS service credit for retirement purposes, to the extent allowed by PERS regulations at the time of retirement.
- B. An employee may be compensated for accrued sick leave up to the following limits. The rate of compensation shall be the full amount of the employee's current hourly rate of pay for the first two hundred forty (240) hours and full hourly rate of pay for fifty percent (50%) of all additional hours of sick leave accrued up to five hundred (500) hours.

9.2 Between January 15, 2021 and September 30, 2022, a Tier 1 General Unit Member who retires or resigns from the Agency in good standing with five (5) years of continuous service with the Agency shall be entitled to select either option 9.1(A) or 9.1(B).

33. SECTION 13, HEALTH AND WELFARE BENEFITS/RETIREMENT 13.2

Major Medical Insurance Coverage

13.2 Effective December 1, 2021 for coverage starting January 1, 2022, the Agency shall maintain its tiered rate plan for major medical insurance, dental insurance, and vision insurance. Tier 1 is composed of General Unit Members hired on or before September 30, 2018. Tier 2 is composed of General Unit Members hired on or after October 1, 2018. The Parties agree that, for Tier 1 employees, the Agency will cover 40% of the increased cost of major medical insurance, vision, and dental for the 2022 plan year. The Parties further agreed that the Agency will cover 25% of the increased cost of major medical insurance, vision, and dental for the 2023 plan year. The Parties further agreed that the Agency will cover 25% of the increased cost of major medical

insurance, vision, and dental for the 2024 plan year. The Parties further agreed that the Members and the Agency shall share proportionally in the value of any decrease in benefits costs. The parties further agree that, of the total contribution for medical, vision, and dental paid by the Agency, the Agency will apply the contribution first to vision premiums, second to dental premiums, and the remaining contribution to the major medical insurance premium. Finally, the Parties agreed that if a Member's insurance cost exceeds 80% of the total costs of major medical, dental and vision benefits, the Agency will contribute 80% of the benefits costs and the Member will contribute no more than 20% of the total cost of major medical, dental and vision benefits.

-	2022 Health Premiums					
Level	Medical	-Dental	Vision			
Employee Only	\$1,057.01	\$47.70	\$18.69			
Couple (Two Party)	\$2,114.02	\$97.50	\$27.10			
Family	\$2,748.23	\$155.00	\$48.58			

Health costs for the 2022 year, for reference, are as follows:

The total Agency compensation for health benefits (medical, dental and vision) for the year 2022 are as follows:

Tier 1 Agency Contribution						
Employee Only	\$989.78					
Couple	\$1969,32					
Family	2502.12					

Tier 2 Agency Contribution						
Employee Only	898.72					
Couple	1,790.90					
Family	2,361.45					

With respect to Tier 2 General Unit Members, the rates set forth above are based on a split of 80% Agency and 20% General Unit Member, with such determination based on an overall calculation of the cost of major medical, dental, and vision insurance. Successor bargaining agreements shall be based on a split of 80% Agency and 20% General Unit Member for Tier 2 Members. Agency contributions are based on PERS Platinum rates.

The Agency shall contribute up to 80% of the cost of PERS Platinum rates for medical benefits, and up to 80% of the cost of dental and vision insurance. The parties agree that, of the total contribution for medical, vision, and dental paid by the Agency, the Agency will apply the contribution first to vision premiums, second to dental premiums, and the remaining contribution to the major medical insurance premium.

34. SECTION 13.15, WELLNESS PROGRAM

13.15 The Agency agrees to provide up to \$150.00 \$250.00 per calendar year to a regular full-time employee who participates in any physical fitness program or classes,

mental wellness program, weight loss program (including diet management programs like Weight Watchers or Jenny Craig, nutrition classes, etc.; excluding medications, supplements, food, and/or food equipment), smoking cessation classes, chiropractic or massage therapy, and/or other program that promotes health and wellness, approved by the Executive Director, or unless otherwise reimbursed by medical insurance. Effective January 1, 2022, this amount shall increase to \$200 per calendar year. Claims for this cost reimbursement must be submitted to the Executive Director prior to December 10th of each year for reimbursement for that calendar year. Employees who submit a signed statement to the Executive Director (or designee) by no later than November 10th, representing that they have used or will use the wellness stipend for the wellness-related purposes set forth in this section shall receive the stipend for that calendar year in the payroll that includes December 1st. The Employee Wellness Program is a taxable benefit for the employee. The amount provided by the Agency under this section shall be prorated based on part time employee's scheduled hours worked.

35. <u>Tentative Agreement Not Binding Until Ratification.</u> This Tentative Agreement is subject to ratification by the Members of the General Unit and the Board of Directors of the Central Sierra Child Support Agency, and shall not be binding on the Parties until ratified by both Parties.

Signatures:

For Central Sierra Child Support Agency

Julie Prado, Executive Director

Date

For Operating Engineers Local 3

Michael De Anda

Date

AGENDA ITEM

VII



MEMORANDUM

DATE: July 19, 2024

TO: Board of Directors

FROM: Julie R. Prado, Executive Director

SUBJECT: Ratification of Labor Contract-MCP

(Item VII)

The MCP Unit has reached a Tentative Agreement for a three-year contract which was ratified by members on July 17, 2024. The agreement includes updates to terminology and miscellaneous clarifications of Agency practices along with the correction of various typographical error, the details of which are included in the attached Tentative Agreement (TA). Below is a summary of material changes:

- A. Change the term of the contract such that the contract expires on June 30, allowing negotiations to occur in time to incorporate COLA's into the budget build. For this contract, the term will be October 1, 2024-June 30, 2027.
- B. Salary increases 3% salary schedule adjustment effective October 1, 2024; 3% salary schedule adjustment effective July 1, 2025; 3% salary schedule adjustment effective July 1, 2026.
- C. Wellness stipend Increase annual wellness stipend from \$300 to \$350 and eliminating the receipt and claims process; employees will be required to sign a statement indicating that they will or have used the wellness funds for items identified as qualifying for wellness.
- D. Deferred Compensation Match Broadening the match program of up to \$100.00 per month to extend to all employees in the unit. Previously this benefit was provided only to employees hired by the Agency prior to October 2018.
- E. Time off less than one full day Striking of the language that indicates employees may not be charged from their leave balances any time off less than one day and insert language that says leave balances must be used for time off of work unless the employee



has received advanced approval by their supervisor to make up or otherwise exchange the time worked on another day.

F. Increase of Professional & Management Leave from 24 hours per year to 32 hours per year.

Recommendation: It is recommended that the Board ratify the Tentative Agreement with the MCP Unit.

Tentative Agreement Between

the Central Sierra Child Support Agency

and

Operating Engineers No. 3, Management, Confidential and Professional Unit

June 28, 2024

On June 28, 2024, the Central Sierra Child Support Agency ("the Agency") and the Operating Engineers No. 3, Management, Confidential and Professional Unit ("the MCP Unit") reached a Tentative Agreement on a successor Memorandum of Understanding. The Agency and the MCP Unit will collectively be referred to as "the Parties". The Parties agreed to the following terms, with deletions marked by strikethroughs and new language marked by red font:

1. INTRODUCTION

This agreement is made and entered into by and between the Central Sierra Child Support Agency, referred to as the "Agency", and the Services Employees International Union Local 1021, and Operating Engineers Local 3, hereinafter referred to collectively as the "Union".

<u>Unit Composition:</u> Membership in the Management, Confidential and Professional Unit is limited to the classifications of Child Support Program Manager, Child Support Supervisor, Staff Services Specialist (excluding Staff Services Specialist-HR and Staff Services Specialist Accounting), Child Support Attorney and Accounting Technician in recognition of their unique and separate interests from that of the General Unit.

This Agreement was reached pursuant to, and in accordance with, the provisions of California Government Code sections 3500-3510.

Except as otherwise provided herein, this Agreement shall be binding upon the Agency and the Union, or its successors upon ratification by the Board. All matters within the scope of representation, as defined by California Government Code section 3504, or its successors, shall be subject to renegotiation by the Agency and the Union in accordance with the provisions of this Agreement, and of the California Government Code sections 3500-3510, or its successors.

All rights, privileges, powers, and authority stipulated by state and/or federal law shall be adhered to by the Agency and the Union until such time as those rights, privileges, powers, and authority are changed by state and/or federal law.

If the Agency receives notice that its funding will increase or decrease by 3% or more, then negotiations on the MOU may be reopened effective upon notice of said funding decrease or increase. Negotiations shall be limited to salary only unless otherwise mutually agreed. Either party who wishes to reopen negotiations under this paragraph shall give notice in writing within 60 days of the notice of funding increase or decrease.

2. 2.1 Membership

- A. New positions created and assigned to a Union represented Unit shall be designated for membership in SEIU Local 1021 and Operating Engineers Local 3 on an alternating basis.
- B. If a vacancy occurs and a replacement is hired, the new employee shall become a member in good standing or pay an agency fee to the labor organization in which the departing employee was affected.
- C. The Agency shall maintain a record of the assignment of new employees based on the methodology set forth above. The record may be inspected upon request by a union representative or union steward.

3. 2.2 <u>Representation</u>

- A. The Unions will notify the Agency each contract cycle which Union will perform the lead negotiator functions for all meet and confer requirements.
- B. The Agency agrees to notify both SEIU Local 1021 and Operating Engineers Local 3 of all meet and confer requests.

4. 2.4

- A. The employer shall honor an employee's check off authorization for dues, COPE or other Union sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law.
- B. Deductions for dues, COPE or other Union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Union through payment by check no later than thirty (30) days after the deduction from the employee's earnings occur.
- C. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee. move to 2.4 A.
- D. The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- E. The Union shall indemnify the employer for any claims made regarding such deductions.
- F. Violations of this Section of the MOU are grievable.
- 5. 2.5 When requested by the Union but no more frequently than once every 120 days, the employer shall produce to SEIU Local 1021 and Operating Engineers Local 3 Membership Department, a malleable electronic file containing the information listed below. For new

employees, the Agency will provide this information by the first pay period of the month following hire or within 30 days of hire. The Agency reserves its statutory and legal rights regarding communications with its represented and unrepresented employees; nothing herein is intended to detract from those statutory rights.

- 1. Full Name (first, middle, last, suffix)
- 2. Job Classification
- 3. Job Type (full-time, part-time, per diem, as needed)
- 4. Bargaining Unit
- 5. Hours worked in the preceding payroll period, which are the basis for the dues deduction amount.
- 6. Pay Step
- 7. Pay Rate
- 8. Pay Status (active, on leave, separated from employment, etc.)

The Union shall defend and indemnify the employer for any claims made by employees regarding the provision of the information provided to the Union by the Agency.

- 6. 4.2 The voluntary furlough program may be utilized before the mandatory program is implemented. The Executive Director has the final authority to approve or disprove deny each request for voluntary furlough. If the request is approved, the following provisions will apply:
 - A. The Agency shall continue benefits and pay its share of health premiums for furloughed employees.
 - B. Sick leave and vacation hours shall continue to accrue at the employee's regular accrual rate during furlough periods.
 - C. A furlough day that occurs in conjunction with an Agency holiday will not affect the employee's right to be paid for that holiday.
 - D. Furlough days will not alter an employee's date of hire, length of service, or seniority.
- 7. 6.3 C On-duty or off-duty conduct, including without limitation, behavior or crimes that do not all fall within subsection (B) above, that tends to bring the Agency service into dispute, or is a direct hindrance to the effective performance of Agency functions;
- 8. 6.3 Q Improper pollical political activity as set forth in Rule 110.1 of the Personnel Rules and Regulations;
- 9. 4.2 The voluntary furlough program may be utilized before the mandatory program is implemented. The Executive Director has the final authority to approve or disprove deny each request for voluntary furlough. If the request is approved, the following provisions will apply:
 - A. The Agency shall continue benefits and pay its share of health premiums for furloughed employees.

- B. Sick leave and vacation hours shall continue to accrue at the employee's regular accrual rate during furlough periods.
- C. A furlough day that occurs in conjunction with an Agency holiday will not affect the employee's right to be paid for that holiday.
- D. Furlough days will not alter an employee's date of hire, length of service, or seniority.
- 10. 6.3 C. On-duty or off-duty conduct, including without limitation, behavior or crimes that do not all fall within subsection (B) above, that tends to bring the Agency service into dispute, or is a direct hindrance to the effective performance of Agency functions;
- 11. 6.3 Q. Improper pollical political activity as set forth in Rule 110.1 of the Personnel Rules and Regulations;
- 12. 8.1 Replace "Columbus Day" with "Indigenous People's Day" (date remains the same)
- 13. 15.1 This Agreement is effective October 1, 2021 2024 and shall terminate September June 30, 2024 2027, provided that the Agency and the Agency's employees shall continue to be governed by its terms and conditions after September June 30, 2024 2027, until a successor to this Agreement is in effect.
- 14. SECTION 14 CLASSIFICATION AND WAGES, Wages 14.5: Effective October 1, 2024, all employees covered under this MOU shall receive a three percent (3%) salary schedule adjustment.

Effective July 1, 2025, all employees covered under this MOU shall receive a three percent (3%) salary schedule adjustment.

Effective July 1, 2026, all employees covered under this MOU shall receive a three percent (3%) salary schedule adjustment.

15. SECTION 13 HEALTH AND WELFARE BENEFITS/RETIREMENT, Medical Insurance Coverage 13.4:

13.4 After showing proof thereof, any employee covered by other major medical (meaning not a catastrophic policy) may elect to take the cash amount each month in lieu of major medical of \$400.00 per month. If an employee is receiving coverage on a pro-rated basis, the in-lieu amount for declining coverage shall be pro-rated.

16. SECTION 13 HEALTH AND WELFARE BENEFITS/RETIREMENT, Deferred Compensation Annuity Program 13.10:

13.10 For employees hired on or *before* September 30, 2018 all employees covered by this MOU, the Agency will match the employee's deferred compensation annuity program contribution up to a maximum of \$100.00 per month. Part-time employees shall receive a pro-rated share based on the part-time employee's regularly scheduled work

hours. Employees hired on or after October 1, 2018 shall not be entitled to receive Agency match for the deferred compensation annuity program contributions.

17. SECTION 2 UNION RIGHTS, Union Designation, Regular Receipt of Bargaining Lists 2.8: MCP seeks to add Assembly Bill 119 (California). CSCSA will review the language upon receipt and the parties will work together to implement agreed upon language.

18. SECTION 7 GRIEVANCES, Grievance Appeal Procedure 7.4-7.8:

7.4 Within fifteen (15) calendar-working days of when the grievant could reasonably have known of the event or condition which forms the basis of the grievance, the grievance shall be presented, in writing to the Agency official who has supervisory authority over the grievant, or in the case of the Agency's being the grievant, to the affected employee. For purposes of this Article, "working day" shall be defined as a day in which the Agency is operating.

7.5. Within five (5) calendar ten working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.

7.6 Within five (5) calendar ten working days of such a meeting, when the grievant is an employee, the Agency supervisory or management official shall serve written notice of the decision to the grievant.

7.7 If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing to the Executive Director within five (5) calendar working days of receipt of the written decision at Step 1 or within five (5) calendar working days after the decision deadline at Step 1 has elapsed.

7.8 Any appeal from a Step 1 decision on a grievance shall be in writing. The Executive Director shall meet with the employee in an attempt to resolve the grievance within five (5) calendar working days of the appeal of the Step 1 decision. The Executive Director shall render a written decision on the matter within five (5) calendar working days of the meeting.

19. SECTION 8 LEAVE PROVISIONS, Vacation Leave 8.8 (B)&(C):

B. Maximum Vacation Accrual:

Members will have annual hours of vacation earned and maximum hours of vacation leave accrued as follows in the following periods:

<u>Vacation Accruals and Maximum per Years of Service, Effective from October 1,</u> <u>2021 to June 25, 2022:</u>

0 to less than 3 years = 88 hours per year/264 hours maximum accrual 3 years to less than 10 years = 128 hours per year/400 hours maximum accrual 10 years and above = 168 hours per year/504 hours maximum accrual

Vacation Accruals and Maximum per Years of Service, Effective from June 26,

2022 to June 24, 2023:

0 to less than 3 years = 88 hours per year/264 hours maximum accrual 3 years to less than 10 years = 128 hours per year/400 hours maximum accrual 10 years and above = 168 hours per year/450 hours maximum accrual

Vacation Accruals and Maximum per Years of Service, Effective from June 25, 2023

0 to less than 3 years = 88 hours per year/264 hours maximum accrual 3 years to less than 10 years = 128 hours per year/400 hours maximum accrual 10 years and above = 168 hours per year/400 hours maximum accrual

C. Any member who has vacation hours in excess of equal to the maximum accrual shall cease accruing additional vacation hours until the Member's vacation balance is equal to or less than the maximum accrual.

20. SECTION 8 LEAVE PROVISIONS, Vacation Pay-Offs 8.13

8.13 Employees may elect to receive pay in lieu of vacation for up to 60 hours of vacation leave, subject to the following conditions:

- A. There shall be no more than one (1) vacation pay-off each fiscal year (July 1 through June 30);
- B. For a pay-off to be granted, an employee must have taken at least eighty (80) vacation hours within the prior twelve (12) months; and
- C. Vacation pay-off requests shall be submitted between May 1 and May 10. Such requests will be honored, subject to the Agency's financial ability to afford vacation buyouts in a given year as determined at the sole discretion of the Executive Director. The Executive Director will respond to vacation pay-off requests by May 20. If the Executive Director determines that Agency funds are insufficient to honor all requests, the Agency will honor such requests on a prorated basis.
- D. For May 2022 and May 2023, vacation pay off requests may be submitted for a maximum of 80 hours in each year, subject to the rules outlined in 8.13(A) through 8.13(C). The maximum vacation pay-off shall revert back to 60 hours effective May 2024.

21. SECTION 8 LEAVE PROVISIONS, Management & Professional Leave:

8.14 Management, Professional, and Confidential employees shall receive twenty-four (24) thirty-two (32) hours of additional paid leave each calendar year. The leave shall not accrue from year to year. Part-time employees shall receive MCP leave on a prorated basis.

22. SECTION 8 LEAVE PROVISIONS, Sick Leave:

8.16 Employees are entitled to use sick leave pay for those days/hours which the employee would normally have worked to a maximum of the hours accrued unless otherwise specified herein, for the purposes set forth below. Sick leave shall be taken in increments of .25 hours: 15 minutes, for purposes as permitted by applicable California law and noted in Agency policy, which shall not conflict with California law. Per California law, sick leave includes "designated persons", in which case the employee can designate one designated person per 12 month period.

- A. For preventative medical, dental, optical care, illness or injury to the employee or the persons set forth below; for bereavement leave as set forth hereinafter; or for catastrophic destruction of property of the employee.
- B. "Illness or injury" as defined as:
 - (1) Medically defined illness or injury
 - (2) Medical complications arising from pregnancy and childbirth.
 - (3) Time in a hospital, clinic, or physician's office caused by the illness or injury to the employee, or the persons listed below, or the employee's pregnancy
 - (4) Any qualifying injury or illness as governed by the Family Medical Leave Act (FMLA) as discussed herein
- C. Persons for whose care the employee may use sick leave include the relationships set forth below.
 - Adult or minor child, defined as biological or adopted child, foster child, step child, legal ward, grandchild
 - Parent/other relative, defined as biological or adoptive parent or grandparent, foster parent, step-parent, sibling, adult legal ward, uncle, aunt, nephew, niece or relative in law (mother , father , brother , sister , son , or daughterin law)
 - Spouse/partner, defined as spouse or registered domestic partner

8.17 Sick leave can also be used for catastrophic destruction of property of the employee. The verification and approval of leave for the catastrophic destruction of property of the employee must be obtained prior to the employee's taking leave for this purpose, except in cases of bona fide emergency, upon which the Agency shall require verification and justification of the use of leave following an employee's use thereof.

23. SECTION 8 LEAVE PROVISIONS, Bereavement Leave 8.25

8.25. A regular employee shall be granted leave not to exceed fifteen (15) days/ one hundred twenty (120) hours (per death) on account of the death of the following persons: set forth above in section 8.15^4 .

¹ This includes:

⁻ Adult or minor child, defined as biological or adopted child, foster child, stepchild, legal ward, grandchild.

⁻ Parent/other relative, defined as biological or adoptive parent or grandparent, foster parent, stepparent, sibling, adult legal ward, aunt, uncle, nephew, niece, or relative-in-law (mother-, father-, brother-, sister-, son-, or daughter-in law).

⁻ Spouse/partner, defined as spouse or registered domestic partner

- Adult or minor child, defined as biological or adopted child, foster child, step child, legal ward, grandchild
- Parent/other relative, defined as biological or adoptive parent or grandparent, foster parent, step parent, sibling, adult legal ward, uncle, aunt, nephew, niece, or relative in law (mother, father, brother, sister, son, or daughter in law)
- Spouse/partner, defined as spouse or registered domestic partner

The Agency may require, upon an employee's return from bereavement leave, appropriate verification as permitted under Government Code section 12945.7(f) of the employee's absence from work on account of the death of said person. Available sick leave may be used for these purposes. The days of bereavement leave need not be consecutive but pursuant to Government Code section 12945.7(d) must be taken within three months of the death, unless verification is provided that the leave is being used to attend a funeral or other memorial service relating to a death that is being held more than three months after the qualified individual's death. The Executive Director has sole discretion to approve or deny a request for bereavement leave made more than 3 months after a qualified individual's death; the denial of such a request is not grievable.

- A. <u>Use of compensatory time earned (CTE) and vacation time:</u> An employee who exhausts his/her available sick leave shall utilize his/her available CTE until all available CTE is exhausted, whereupon the employee shall utilize his/her available vacation leave until his/her available vacation leave is exhausted at which time the employee would be on leave without pay (LWOP).
- B. <u>Bereavement leave not charged to paid leave types</u>. Where the deceased person is one of the following relationships, a maximum of three (3) days/twenty-four (24) hours shall not be charged against the employee's available sick or other leave, but instead shall be paid leave. These three (3) days shall be counted as part of the total 15 days of bereavement leave per death provided under this section:

a. Adult or minor child, whether biological, adoptive, foster or stepchild;

b. Parent, whether biological, adoptive, foster, step-parent or parent-in-law; or

- c. Spouse or registered domestic partner; or
- d. Sibling.

24. SECTION 9 LEAVE BALANCE CONVERSION OPTIONS

Tier 1 is composed of MCP Unit Members hired on or before September 30, 2018. Tier 2 is composed of MCP Unit Members hired on or after October 1, 2018.

9.1 Except as indicated in section 9.2, both Tier 1 and Tier 2 MCP Unit Members who retire from the Agency shall be entitled to select one of the following options:

- A. An employee may elect to apply all accumulated sick leave towards PERS service credit for retirement purposes, to the extent allowed by PERS regulations at the time of retirement.
- B. An employee may be compensated for accrued sick leave up to the following limits. The rate of compensation shall be the full amount of the employee's current hourly rate of pay for the first two hundred forty (240) hours and full hourly rate of pay for fifty percent (50%) of all additional hours of sick leave accrued up to five hundred (500) hours.

9.2 Between January 15, 2021 and September 30, 2022, a Tier 1 MCP Unit Member who retires or resigns from the Agency in good standing with five (5) years of continuous service with the Agency shall be entitled to select either option 9.1(A) or 9.1(B). Thereafter, section 9.2 shall be obsolete.

25. SECTION 13, HEALTH AND WELFARE BENEFITS/RETIREMENT 13.2

Major Medical Insurance Coverage

13.2 Effective December 1, 2021 for coverage starting January 1, 2022, the Agency shall maintain its tiered-rate plan for major medical insurance, dental insurance, and vision insurance. Tier 1 is composed of MCP Unit Members hired on or before September 30, 2018. Tier 2 is composed of MCP Unit Members hired on or after October 1, 2018. The Parties agree that the Agency will cover 60% of the increased cost of major medical insurance, vision, and dental for the 2022 plan year for Tier 1 employees. The Parties further agreed that the Agency will cover 25% of the increased cost of major medical insurance, vision, and dental for the 2023 plan year for Tier 1 employees. The Parties further agreed that the Agency will cover 25% of the increased cost of major medical insurance, vision, and dental for the 2024 plan year for Tier 1 employees. The Parties further agreed that the Members and the Agency shall share proportionally in the value of any decrease in benefits costs. The parties further agree that, of the total contribution for medical, vision, and dental paid by the Agency, the Agency will apply the contribution first to vision premiums, second to dental premiums, and the remaining contribution to the major medical insurance premium. Finally, the Parties agreed that if a Member's insurance cost exceeds 80% of the total costs of major medical, dental and vision benefits, the Agency will contribute 80% of the benefits costs and the Member will contribute no more than 20% of the total cost of major medical, dental and vision benefits.

-	2022 Health Premiums								
Level	Medical	-Dental	Vision						
Employee Only	\$1,057.01	\$47.70	\$18.69						
Couple (Two Party)	\$2,114.02	\$97.50	\$27.10						
Family	\$2,748.23	\$155.00	\$48.58						

Health costs for the 2022 year, for reference, are as follows:

The total Agency compensation for health benefits (medical, dental and vision) for the year 2022 are as follows:

Tier 1 Agency Contribution										
Employee Only	\$970.37									
Couple	\$1896.52									
Family	\$2416.29									
Tier 2 Agency	Contribution									
Employee Only	898.72									
Couple	1,790.90									
Family	2,361.45									

With respect to Tier 2 MCP Unit Members, the rates set forth above are based on a split of 80% Agency and 20% MCP Unit Member, with such determination based on an overall calculation of the cost of major medical, dental, and vision insurance. Successor bargaining agreements shall be based on a split of 80% Agency and 20% MCP Unit Member for Tier 2 Members. Agency contributions are based on PERS Platinum rates.

The Agency shall contribute up to 80% of the cost of PERS Platinum rates for medical benefits, and up to 80% of the cost of dental and vision insurance. The parties agree that, of the total contribution for medical, vision, and dental paid by the Agency, the Agency will apply the contribution first to vision premiums, second to dental premiums, and the remaining contribution to the major medical insurance premium.

26. SECTION 8.6

8.6 A non-exempt member who is required to work on a holiday shall be compensated at a rate equal to the holiday plus time and one-half the employee's straight time rate of pay for all such hours worked; provided, however, that the member who is required to work on a holiday may elect, in lieu of such compensation, to be granted compensatory paid holiday leave as CTE at a rate equal to one and one-half (1-1/2) times the employee's straight time rate of pay for all such hours worked and to receive for the holiday on which he/she is required to work the straight time rate of pay for his/her most regularly assigned class. Non-exempt pPart-time members required to work on a holiday shall receive time and one-half the employee's straight time rate of pay, plus, if requested by the employee, available holiday time to a maximum of eight (8) hours.

27. SECTION 8.9, 8.10

8.9 Vacation accrual commences on the first day of employment and can be taken after six (6) months of service, but only for the amount of time that has been accrued. Probationary employees who suffer a work-related injury shall be allowed to use accrued vacation leave to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the Agency. Other exceptions to this rule may be made by the Executive Director in

appropriate circumstances. Vacation leave must be taken in increments of fifteen (15) minutes. – move to 8.10, as follows:

8.10 Employees must request vacation time in advance by completing the appropriate agency form and submitting to their supervisor for approval. Vacation leave must be taken in increments of fifteen (15) minutes. Only in extraordinary circumstances will vacation requests be accommodated which are not approved in advance in writing by a supervisor. The Agency recommends that employees take their vacation each year. Supervisors will make every effort to approve vacation requests; however, the needs of the Agency must be taken into consideration prior to approving such requests. Agency needs include, but are not limited to, staff coverage and workload issues. Additionally, the Agency may, at its discretion, deny to any employee vacation leave during any work stoppage, strike, work slowdown, or other job action against the Agency by its employees, or during any bona fide emergency for which the Agency deems it necessary to have its employees work. When supervisors are unable to accommodate requests due to multiple requests for the same day, supervisors will discuss the situation with the impacted employees to attempt to negotiate a resolution that is acceptable to each employee. In the event that is not possible, time off will be granted on a rotation basis in order to allow all staff the opportunity to have time off during holidays. Seniority will be used as a means for deciding between multiple requests only after historical time off has been considered.

28. SECTION 11.1

11.1 Management and Professional employees are designated as "exempt" employees which means an employee is not subject to the Fair Labor Standards Act (FLSA) overtime provisions. Except for confidential employees within this Unit who are covered by the FLSA, employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the Executive Director or the Director's designee, and such hours may be varied SUCH THAT MAKE UP TIME MAY PERMITTED FOR EXCUSED ABSENCES WITHOUT DOCKING PAY OR **REDUCING ACCUMULATED LEAVE BALANCES** so long as the work requirements and efficient operations of the Agency are assured. EMPLOYEES OF THIS UNIT ARE REQUIRED TO USE ACCUMULATED LEAVE BALANCES OR HAVE PAY DOCKED IF NO LEAVE BALANCE EXISTS FOR ABSENCES UNLESS THE EMPLOYEE HAS RECEIVED ADVANCE APPROVAL BY THEIR IMMEDIATE SUPERVISOR FOR MAKE UP TIME. As salaried employees in this Unit, employees shall not be docked pay nor have their accumulated leave balances reduced for absences of less than one (1) day. Absences of less than one (1) day require approval of the Executive Director or the Director's designee. Absences of less than one (1) day shall not be reflected on the employee's timecard.

29. SECTION 11.5

11.5 <u>Meal Breaks</u>: Non-exempt employees are required to take unpaid, off-duty meal brakes breaks of no less than thirty (30) minutes as set forth herein. It is the non-exempt employee's responsibility to clock out for this lunch break and clock back in when

returning to work. Non-exempt employees are required to take a meal break if they are working a shift longer than five (5) consecutive hours. If a non-exempt employee is working a shift that is five (5) to ten (10) consecutive hours in length, such an employee is required to take a meal break no later than the four hours and 59 minutes into their shift. If an employee works 6 (six) hours or less in a given day, the lunch hour may be waived. If a non-exempt employee works a shift twelve (12) to eighteen (18) consecutive hours in length, then they are required to take a second meal break no later than the end of the employee's nine (9) hours and 59 minutes into their shift. These meal breaks must be off-duty, meaning the employee must be relieved of all his/her duties, must not be interrupted by work including by answering the work phone or work calls, and is free to leave work to take the meal break. Meal breaks cannot be combined with each other or with rest breaks.

30. SECTION 11.11

11.11 <u>Overtime</u>: A non-exempt employee assigned by the Agency to perform overtime work beyond the workday, beyond the workweek, beyond the work period established in lieu of the forty (40) hour workweeks, or beyond the fifth (5th) consecutive workday of a work period established in lieu of forty (40) hour workweek, shall be granted compensation at a rate equal to one and one-half (1 $\frac{1}{2}$) times the employee's regular hourly rate of pay for all such overtime work performed, commencing upon arrival at the employee's assigned worksite and ending upon departure from such worksite. When calculating overtime pay, the Agency shall not consider holidays or any leaves of absence, including vacation, sick leave, CTE and HTE in such calculations.

31. SECTION 12.7

12.7 The exception to the forgoing paragraphs is when an employee with a Tuolumne, Calaveras or an Amador home office assignment is directed to travel for the day to one of the other member counties. The employee will be entitled to mileage but no reimbursement for meals.

32. SECTION 13.9

13.9 Members may enroll in a deferred compensation annuity program offered by a carrier through the Agency in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction. The Agency may withdraw at any time from participating in any deferred compensation annuity program which has not met its obligations in accordance with reporting and/or Internal Revenue Service (IRS) requirements after meeting and conferring thereon.

33. SECTION 13.15, WELLNESS PROGRAM

13.15 The Agency agrees to provide up to \$300.00 \$350.00 per calendar year to full-time members who participates in any physical fitness program or classes, mental wellness program, weight loss program (including diet management programs like Weight

Watchers or Jenny Craig, nutrition classes, etc.; excluding medications, supplements, food, and/or food equipment), smoking cessation classes, chiropractic or massage therapy, and/or other program that promotes health and wellness, approved by the Executive Director, or unless otherwise reimbursed by medical insurance. The amount provided by the Agency under this section shall be pro-rated based on a part-time employee's regularly scheduled hours worked. Claims for this cost reimbursement must be submitted to the Executive Director prior to December 10th of each year for reimbursement for that calendar year. Employees who submit a signed statement to the Executive Director (or designee) by no later than November 10th, representing that they have used or will use the wellness stipend for the wellness-related purposes set forth in this section shall receive the stipend for that calendar year in the payroll that includes December 1st. The Employee Wellness Program is a taxable benefit for the employee.

34. <u>Tentative Agreement Not Binding Until Ratification.</u> This Tentative Agreement is subject to ratification by the Members of the MCP Unit and the Board of Directors of the Central Sierra Child Support Agency, and shall not be binding on the Parties until ratified by both Parties.

Signatures:

For Central Sierra Child Support Agency

Julie Prado, Executive Director

Date

For Operating Engineers Local 3

Michael De Anda

Date

AGENDA ITEM

VIII



MEMORANDUM

- DATE: July 18, 2024
- TO: Board of Directors
- FROM: Julie R. Prado, Executive Director

SUBJECT: Executive Report

(Item VIII)

I. BUDGET

Financial Summary through June 30, 2024, 100% of the Year

Expenditure Line Description	Approved Budget	Year-to-Date Expenditures	Percent of Budget Expended
Salaries	\$ 2,075,128.64	\$1,890,640.87	91.11%
Benefits	\$ 1,394,230.34	\$1,324,865.19	95.02%
Services & Supplies	\$ 810,269.02	\$810,269.02	100%
Fixed Assets	\$ 10,000.00	893.25	8.93%
Automation	\$ 6,830.00	\$2,210.86	32.37%
Overall Totals	\$ 4,296,458.00	\$4,028,879.19	93.77%



II. PROGRAM REPORT

a. VACANCIES AND RECRUITMENTS

The Agency continues to work to fill vacancies. We are in the process of hiring two Child Support Specialists and one Office Assistant for our Tuolumne office, as well as one account clerk and one Child Support Supervisor positions. We are holding one supervisor vacancy until later in the budget year.

We are excited to welcome one new staff member since our last report. Hewut Woldeyes is an Office Assistant who onboarded with CSCSA in May and, while she is still engaged in training, she is doing a wonderful job. She is new to the child support program and brings a solid foundation of customer service and teamwork to the job. She has already displayed passion to connect with others and asks great questions. We are excited to have her with us.

We currently have two temporary employees who are helping us bridge the gap as we train new staff and fill vacancies. We are grateful to have found temporary employees who have had tenure in other child support offices and have the training and background to make significant progress on our backlogs.

b. OUTREACH & MARKETING

CSCSA continues to work towards modifying our website to allow for better analytics and targeting; that work will likely continue through this calendar year. During this past quarter, CSCSA participated in the Amador County Department of Probation Tattoo Removal Clinic, Celebrate Our Children Festival in Amador, and the Homeless Resource Fair in Amador. Staff are available at these events to help current and prospective customers navigate next steps of the child support process in a setting that works for them.

We are gearing up for Child Support Awareness Month. We will be making comments at each of the Board of Supervisor meetings and requesting a resolution from each naming the month of August Child Support Awareness Month. The schedule is as follows:

- August 6, 2024 Tuolumne County
- August 13, 2024 Calaveras and Amador Counties
- August 20, 2024 Alpine County



c. PROGRAM UPDATES

The child support program and CSCSA continue to work towards the implementation of the changes required in the FEM Final Rule, uncollectable debt, and the closing of our foster care cases. We are targeting casework to ensure we are ready for these implementations by pulling data reports and conducting data reliability reviews.

We continue to conduct training, offering new training subjects each month that build upon the knowledge gained in the prior month. With so many new staff, we are working towards ensuring we are crossed trained so that short-term and long-term vacancies are not so impactful to operations.

Fiscal staff are closing out the state budget year and initiating the 2023/24 single audit, among many other projects. The many iterations of the budget preparation have been time consuming as has the data gathering that has been needed for union negotiations. We are on target to meet deadlines, but things are extremely busy.

The office suffered water damage on July 6, 2024 when the AC failed and the sprinkler system engaged due to heat in the attic. The 649 side of the building flooded with the roof tiles and insulation collapsing in some areas. The area is currently being assessed for damage by the landlord and their insurance provider. For now, the 649 side of the office is shut down for the most part as the carpet and walls dry out. The 639 side of the office is where most staff sit and the public accesses and there is no damage or impact to those offices. Business is as usual with the exception of a couple of the restrooms and kitchen being unavailable to staff at this time. We are working with the appropriate vendors to get things back to normal as quickly as possible.

	STAFFING LEVELS [Filled] - 2023-2024 FISCAL YEAR												
Months	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24	
GENERAL UNIT													
Accounting	1	1	1	1	1	1	1	1	1	1	1	0	
Caseworkers	9	9	9	9	13	12	11	11	12	12	12	11	
Child Support Asst/Office Asst	1	1	2	2	2	2	2	1	1	1	1	1	
Legal Clerks	1	1	1	1	1	1	1	1	1	1	1	0	
Subtotal	12	12	13	13	17	16	15	14	15	15	15	12	

d. STAFFING



			STAFFI	NG LEVELS	5 [Filled] -	2023-202	4 FISCAI	YEAR				
MCP Unit & Non Represented												
Fiscal	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6
Staff Specialists	2	2	2	2	2	2	2	2	2	2	2	2
CS Program Mgr	1	1	1	1	1	1	1	1	1	1	1	1
CS Supervisors	3	3	3	3	3	2	2	1	1	1	1	1
Attorneys	1	1	1	1	1	1	1	1	1	1	1	1
Subtotal	8.6	8.6	8.6	8.6	8.6	7.6	7.6	6.6	6.6	6.6	6.6	6.6
EXECUTIVE												
Executive Director	1	1	1	1	1	1	1	1	1	1	1	1
Deputy Director	1	1	1	1	1	1	1	1	1	1	1	1
Subtotal	2	2	2	2	2	2	2	2	2	2	2	2
TOTAL	22.6	22.6	23.6	23.6	27.6	25.6	24.6	22.6	23.6	23.6	23.6	20.6
# of Staff on Leave of Absence	0	1	2	2	2	2	2	2	2	2	2	1

e. PROGRAM PERFORMANCE: Collections and Federal Performance Measures (FPMs)

		MONTHLY SUPPORT DISTRIBUTED - 2023/2024 FEDERAL FISCAL YEAR YEAR TO DATE Agency collection GOAL \$12,500,000									
10/23	\$851,352	4/24	\$6,214,064								
11/23	\$1,746,703	5/24	\$7,201,306								
12/23	\$2,570,335	6/24	\$8,011,593								
1/24	\$3,422,913	7/24									
2/24	\$4,254,116	8/24									
3/24	\$5,203,024	9/24									



FEDERAL PERFORMANCE MEASURES (FPM)

	* = measures where number naturally increases each month													
Activity	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24	8/24	9/24		
Cases Opened/MO	36	36	40	35	38	30	40	44	28					
Cases Closed/MO	37	45	41	25	26	30	35	44	42					
TOTAL cases open	4401	4394	4391	4404	4419	4426	4430	4428	4414					
FPM 1: IVD Paternity % GOAL 105.0%	93.56%	92.87%	93.87%	94.76%	95.49%	96.49%	97.34%	98.73%	99.38%					
FPM 2: Order % GOAL 96.7%	95.3%	95.24%	95.08%	94.66%	94.39%	94.31%	94.11%	93.81%	93.84%					
FPM 3: Current % GOAL 73.0%	69.10%	69.24%	68.21%	68.45%	67.72%	67.98%	68.66%	68.76%	68.43%					
FPM 4: Arrears % GOAL 72.5%	38.56%	45.43%	48.88%	52.34%	54.55%	57.39%	59.81%	61.57%	62.58%					

CENTRAL SIERRA CHILD SUPPORT AGENCY FFY 2022/2023

Federal Performance Measure Goals

June 20	24	
	FFY GOAL	ACTUAL RESULT
FPM 1 IV-D Paternity Establishment	105.00%	99.38%
Measures the total number of children in the IV-D caseload in the fiscal year been established, compared to the total number of children in the IV-D case wedlock.		
		02 940/
FPM 2 Cases with a Support Order Established	96.70%	93.84%
FPM 2 Cases with a Support Order Established Measures cases with support orders established compared to		
Measures cases with support orders established compared to	total number of cases open at the 73.00%	e end of a month. 68.43%
Measures cases with support orders established compared to FPM 3 Collections on Current Child Support	total number of cases open at the 73.00%	e end of a month. 68.43%
Measures cases with support orders established compared to FPM 3 Collections on Current Child Support Measures the amount of current support, collected and distributed,	total number of cases open at the 73.00% compared to the total amount of 72.50%	e end of a month. 68.43% current support owed. 62.58%
Measures cases with support orders established compared to FPM 3 Collections on Current Child Support Measures the amount of current support, collected and distributed, FPM 4 Cases with Collection on Arrears Measures the number of cases with at least one payment made towards arread	total number of cases open at the 73.00% compared to the total amount of 72.50%	e end of a month. 68.43% current support owed. 62.58%

CENTRAL SIERRA CHILD SUPPORT AGENCY FFY 2023/2024

Federal

Performance Measure Report

Data Source: FPM Report														
												<u> </u>		
		1st Quarter			2nd Quarter	1		3rd Quarter			4th Quarter		Point in Time	
FPM 1 IVD Paternity Establishment 105%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		Data Source
Monthly Goal	baseline	92.87%	94.08%	95.29%	96.50%	97.71%	98.92%	100.14%	101.36%	102.58%	103.80%	105.00%	101.36%	
Children with Paterniy Established	2392	2409	2435	2458	2477	2503	2525	2561	2578	0	0	0		1257 line 6
Children born out of wedlock per year	2594	2594	2594	2594	2594	2594	2594	2594	2594	2594	2594	2594	2594	1257 line 5 PY
FFY 2024 Actual	93.56%	92.87%	93.87%	94.76%	95.49%	96.49%	97.34%	98.73%	99.38%	0.00%	0.00%	0.00%	99.38%	
Over/Under (%points)		0.00%	-0.21%	-0.53%	-1.01%	-1.22%	-1.58%	-1.41%	-1.98%	-102.58%	-103.80%	-105.00%	-1.98%	
FFY 2023 Actual	93.56%	95.34%	97.13%	98.95%	99.38%	100.47%	101.32%	102.02%	101.28%	103.88%	104.85%	106.02%	1	
														-
		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			
FPM 2 Cases with Support Orders Established 96.7%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Point in Time	Data Source
Monthly Goal	95.30%	95.43%	95.55%	95.68%	95.81%	95.93%	96.05%	96.18%	96.31%	96.43%	96.56%	96.70%	96.31%	
Cases with a Support Order	4194	4185	4175	4169	4171	4174	4169	4154	4142	0	0	0	4142	1257 Line 2
Total Cases	4401	4394	4391	4404	4419	4426	4430	4428	4414	0	0	0	4414	1257 Line 1
FFY 2024 Actual	95.30%	95.24%	95.08%	94.66%	94.39%	94.31%	94.11%	93.81%	93.84%	#DIV/0!	#DIV/0!	#DIV/0!	93.84%	
Over/Under (%points)	-0.00%	-0.19%	-0.47%	-1.02%	-1.42%	-1.62%	-1.94%	-2.37%	-2.47%	#DIV/0!	#DIV/0!	#DIV/0!	-2.47%	
FFY 2023 Actual	96.91%	96.48%	96.42%	96.06%	96.04%	96.07%	96.11%	96.15%	96.37%	96.52%	96.63%	96.49%		
		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			
FPM 3 Collections on Current Support 73.0%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Point in Time	Data Source
Monthly Goal	69.10%	69.45%	69.81%	70.16%	70.52%	70.87%	71.22%	71.58%	71.93%	72.29%	72.64%	73.00%	71.93%	
Current Support Collected	\$647,043.96	\$1,288,096.39	\$1,902,219.39	\$2,539,619.16	\$3,164,537.02	\$3,815,794.29	\$4,500,706.58	\$5,161,154.48	\$5,789,512.77	\$0.00	\$0.00	\$0.00	\$5,789,512.77	1257 Line 25
Current Support Due	\$936,321.24	\$1,860,350.13	\$2,788,773.76	\$3,710,199.82	\$4,672,691.55	\$5,613,317.94	\$6,555,378.29	\$7,506,336.45	\$8,460,967.65	\$0.00	\$0.00	\$0.00	\$8,460,967.65	1257 Line 24
FFY 2024 Actual	69.10%	69.24%	68.21%	68.45%	67.72%	67.98%	68.66%	68.76%	68.43%	#DIV/0!	#DIV/0!	#DIV/0!	68.43%	
Over/Under (%points)	0.00%	-0.21%	-1.60%	-1.71%	-2.80%	-2.89%	-2.56%	-2.82%	-3.50%	#DIV/0!	#DIV/0!	#DIV/0!	-3.50%	
FFY 2023 Actual	68.10%	68.14%	69.06%	68.02%	68.13%	68.63%	69.11%	69.21%	69.14%	69.11%	69.26%	69.28%		
		1st Quarter		2nd Quarter			3rd Quarter			4th Quarter			1	
FPM 4 Collections on Arrears 72.5%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Point in Time	Data Source
Monthly Goal	38.56%	41.65%	44.73%	47.82%	50.90%	53.98%	57.07%	60.15%	63.24%	66.32%	69.41%	72.50%	63.24%	
Case Paying Arrears	1,128	1,352	1,481	1,609	1,697	1,809	1,902	1,972	2,017	0	0	0	2,017	1257 Line 29
Cases w/Arrears Due	2,925	2,976	3,030	3,074	3,111	3152	3,180	3,203	3,223	0	0	0	3,223	1257 Line 28
FFY 2024 Actual	38.56%	45.43%	48.88%	52.34%	54.55%	57.39%	59.81%	61.57%	62.58%	#DIV/0!	#DIV/0!	#DIV/0!	62.58%	
Over/Under (%points)		3.78%	4.15%	4.52%	3.65%	3.41%	2.74%	1.42%	-0.66%	#DIV/0!	#DIV/0!	#DIV/0!	-0.66%	
FFY 2023 Actual	40.18%	47.90%	51.89%	54.85%	57.74%	62.13%	63.53%	66.11%	67.33%	67.92%	68.75%	69.68%		
Total Distributed Collections		1st Quarter			2nd Quarter		3rd Quarter		4th Quarter					
\$12,500,000	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Point in Time	Data Source
Monthly Goal	\$1,041,666	\$2,083,332	\$3,124,998	\$4,166,665	\$5,208,332	\$6,249,999	\$7,291,666	\$8,333,333	\$9,375,000	\$10,416,667	\$11,458,334	\$12,500,000	\$9,375,000	
FFY 2024 Actual	\$851,352	\$1,746,703	\$2,570,335	\$3,422,913	\$4,254,116	\$5,203,024	\$6,214,064	\$7,201,306	\$8,011,593	\$0	\$0	\$0	\$8,011,593	CS 34 line
Over/Under	\$190,314	\$336,629	\$554,663	\$743,752	\$954,216	\$1,046,975	\$1,077,602	\$1,132,027	\$1,363,407	\$10,416,667	\$11,458,334	\$12,500,000	\$1,363,407	4b,4c, 8 & 11
FFY 2023 Actual	\$824.647		\$2,680,964	\$3,549,285	\$4,448,494	\$5.496.279	\$6,484,225	\$7.540.052	\$8,483,806	\$9,422,981	\$10.388.348	\$11,265,000		