



**MEMORANDUM OF UNDERSTANDING**

**2008-2010**

**BETWEEN THE COUNTY OF BUTTE  
AND  
BUTTE COUNTY PROFESSIONAL EMPLOYEES' UNIT**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF BUTTE  
AND  
BUTTE COUNTY PROFESSIONAL EMPLOYEES' UNIT**

Pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et seq. of the California Government Code and Chapter 11 of the Butte County Personnel Rules and Regulations, representative of the County of Butte, hereinafter called "County", and the Butte County Professional Employees' Bargaining Unit, hereinafter called "Association," have "met and conferred" concerning the subject of wages, hours and working conditions for employees in the Professional Employees' Unit of representation.

This memorandum represents the good faith effort of both the County and the Association representatives to reach agreement on matters of wages, hours and conditions of employment. It is understood that this agreement is not binding upon the County until such time as it is ratified by the Butte County Board of Supervisors and the membership of the unit. It is agreed as follows:

**1.00 RECOGNITION**

The County recognizes the Butte County Professional Employees' Bargaining Unit Association as the exclusive representative for employees designated in the Professional Employees' Bargaining Unit of County employees pursuant to Section 3501b of the California Government Code and the County Employer/Employee Relations Policy set forth in Chapter 11 of the Butte County Personnel Rules. Such designated classifications and positions are attached hereto as Appendix A.

**2.00 MANAGEMENT RIGHTS**

The County reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive rights to determine the mission of its constituent departments, commissions and boards; set standards of selection for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this agreement.

**3.00 MEMBERSHIP DUES & SERVICE FEES**

**3.01 General Provisions**

The Association shall be provided payroll deduction for membership dues. The Association shall provide the Human Resources Department with a written

authorization on a form approved by the County, signed by the unit member authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County shall, through the Human Resources Department, forward in a timely manner payroll deductions withheld from employees within the unit. The Association shall immediately notify the Human Resources Department of any cancellation or changes in the deduction authorization.

### **3.02 Agency Shop**

Pursuant to legislation enacted by SB 739 and amendment to the Meyers-Milias-Brown Act, the County and the Union agree to abide by the following provisions as they relate to an agency shop.

1. Agency Shop as defined under Meyers-Milias-Brown means “an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, general assessments of the organization.” The County and the Union agree that an agency shop arrangement between the County and Union has been placed in effect because:

(a) A signed petition of 30% of the employees in the applicable bargaining unit requesting an agency shop agreement was submitted and an election to implement an agency fee arrangement was held and passed.

2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially support public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a nonreligious, non labor charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, chosen by the employee from a list. Proof of the payments shall be made on a bi-weekly deduction report to the Union as a condition of continued exemption from the requirement of financial support to the Union.

- \* American Red Cross
- \* Butte College Foundation Fund
- \* Pediatric Aids Foundation

(a) To qualify for the religious exemption, the employee must provide to the Union, with a copy to the County, a written request for the exemption, along with verifiable evidence of membership in a religious body as described above. The County will implement the

religious exemption within thirty (30) days of the written request unless notified by the Union that the requested exemption is not valid.

3. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the County shall deduct the agency fee from the employees pay check. The County agrees to promptly remit to the union all monies deducted accompanied by a "Bi-weekly Agency Fee Deduction report" to include the names, home addresses (unless the employee objects in writing), social security numbers and amounts of deductions in the same manner and timeframes as the current provision of the dues deduction reports.
4. An Agency shop provision may be rescinded only as provided by State Law.
5. An agency shop arrangement shall not apply to management, confidential, or supervisory employees.
6. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the County and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an opening statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.

### **3.03 County Responsibilities**

No later than thirty (30) days following the date of implementation of this Section the County agrees to provide the Union with a list of the names, home addresses (unless the employee objects in writing), social security numbers, and department for each employee in the bargaining unit. Subsequently, the County shall provide the Union the name, social security number, and department for each new employee hired into the bargaining unit as soon as practicable, but no later than thirty (30) days after the date of hire.

- a. With respect to all sums deducted by the County pursuant to this MOU, whether for membership dues or fair share service fees, the County agrees to promptly remit such monies to the Union each month together with an alphabetical list of unit members, categorized as to member or non-member of the Union, for whom such deductions have been taken, including social security number, gross monthly pay, department, and the amount of dues/fees deducted. The County shall also indicate any changes in personnel from the list previously furnished.

- b. If through error, the full amount due to be deducted is not deducted and remitted to the Union, the County will, upon written request from the Union and notice to the affected employee, provide subsequent deductions until the shortage is corrected. For its part, the Union shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the County and remitted to the Union.

### **3.04 Union Responsibilities**

The Union will provide to the County the formula for calculating membership dues for members and fair share service fees for non-members. Such formula must be comparable with the County payroll system. Any changes in the amount of dues/fees will be certified to the County by the Union, and shall become effective no later than thirty (30) days following the date that the County receives such certification from the Union. Additionally, the Union agrees to furnish any information needed by the County to fulfill the provisions of this Section. The Union shall comply with all applicable statutory and case law in administering this section.

### **3.05 Indemnification and Hold Harmless**

The County shall not be liable to the Association, employees or any other party by reason of this section for the remittance or payment of any sum other than the actual deductions made from the employee's paycheck. The Association shall save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this section.

## **4.00 ASSOCIATION RIGHTS**

### **4.01 Use of County Facilities and Resources**

With the approval of the Chief Administrative Officer or other County authorized official, the Association may use certain County facilities, resources and supplies as long as the County is reimbursed for the cost of any supplies or materials, including email and pagers, provided to the Association and that such use or supply does not interfere with the efficiency, safety and security of County operations. The County shall provide a list of other officials authorized to permit Association usage of County facilities, resources and supplies. The Association agrees to pay the County upon demand from the Auditor, costs of such benefits or supplies received from the County, included but not limited to services of County-owned or leased Xerox or other copying machines, print shop reproduction facilities and central services purchases for expendable office supplies for Association use.

**4.02 Bulletin Boards**

The Association shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin board. With prior approval of the County Administrative Officer as to size, type and location, the Association may install and maintain separate bulletin boards in employee rest areas in County buildings.

**4.03 Access to Employees**

With prior notice to the facility manager, the Association or its officially designated representative or paid staff shall have access to County employees during off duty time in the non-work areas of County facilities for the purpose of Association business. With prior notice to the facility manager, the paid staff of the Association shall be allowed reasonable access to employee members during the work period and at the work location to investigate and/or represent employees within the Unit in formal grievance or appeal matters.

**4.04 Information to Association**

- a. The County agrees to provide the Association annually during the month of January, a complete updated listing of the name, classification and department of assignment of all employees designated in the Unit. Upon the request of the Association, the County also agrees to provide on a monthly basis, a copy of the monthly status report. In the event of a layoff in classes represented by the Association, the Association shall be provided with a copy of the resulting reemployment list(s).
- b. Except in cases of emergency, the County will maintain communication with the Local Association President and designated Association Representative on all actions, within the scope of representation, that impact members thirty (30) days prior to implementation of said action.

**4.05 New Classifications**

Except in cases of emergency, the Association shall be advised a minimum of fifteen (15) days in advance of any new position or classification to be created or changed in any way which falls within the scope of representation. Upon request, of the Association, the County shall have at least two meet and confer sessions with the Association on classification issues falling within the scope of representation. The Association shall normally be limited to three representatives, excluding paid staff, unless otherwise agreed by the parties.

**4.06 New Member Information**

The County will distribute information regarding the Association and Unit to each employee hired into a Unit position.

**5.00 ASSOCIATION REPRESENTATIVES**

**5.01 Association Negotiators**

The Association shall be allowed to designate up to five (5) employees on paid time, with two (2) alternates, to serve as representatives to negotiate with the County. These representatives shall be exclusive of paid staff negotiators. The Association shall provide the Director of Human Resources with the name, classification and department assigned of each of the negotiators.

Should any change or alternates be appointed after the original list is established, the Association shall advise the Director of Human Resources immediately. Employees designated as negotiators shall, as authorized by the Director of Human Resources, be granted reasonable release time from scheduled duties without loss of pay to meet with the County representatives during negotiations on matters of wages, hours and conditions of employment. The County shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Association exercising this right.

**5.02 Employee Representatives**

The Association shall have the right to establish Employee Representatives for the Unit according to the following conditions:

- a. The Association agrees to notify the County Director of Human Resources of the names, classifications and departments of their representatives, which shall not exceed eight (8) in number. The Association shall immediately inform the Director of Human Resources of any changes to the original list and provide update by name, department and classification.
- b. A reasonable amount of time will be granted the employee and the representative to handle initial grievance and appeal procedures, at each step of the grievance or appeal procedure. The parties agree that in handling grievances, the employee and the representative will use only the amount of time actually necessary. The County is not responsible for any travel, overtime, or other miscellaneous cost resulting from the exercise of this right.
- c. If an employee wishes to discuss a grievance or appeal on County time with a designated representative, the employee shall be allowed an

opportunity within a reasonable amount of time to verify if the designated representative is available to be seen. If the representative is present and available, the employee shall complete a "Employee Representation Release Form" (Appendix B) and submit it to the immediate supervisor prior to meeting with the representative. Such release form shall only contain the employee's name, classification title, representatives name and work location of representative, time left, date, and upon return, the employee shall note the time returned on the form. The supervisor shall determine if the employee can, because of work activity, be released at the time requested. If the employee is not released, the supervisor shall set an alternative time as soon as practical.

- d. Upon authorization of the immediate supervisor, a representative shall be released to perform the duties specified in this section. A representative shall sign in and out of the work area stating the time and date of leaving and returning and where the representative may be reached. In the event the representative is unable to be released by the immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.
- e. With prior approval by the Director of Human Resources, the Association may use the Human Resources Training Room for Employee Representative Training. Employee Representatives attending such training shall have available an aggregate pool of twelve (12) hours paid time to attend training. Training time shall not exceed four hours per session and the County shall not be responsible for any overtime hours or travel related to such training.
- f. Association officers and/or elected delegates may be released from work upon request of the Association to attend Association conferences, conventions, and seminars.
- g. Requests for release shall be submitted in accordance with normal request for time off procedures. Employees released pursuant to subsection (a) above shall suffer no loss of pay or benefits due to their release from work. The Association shall reimburse the County for the wages and wage related benefits paid to the released employee during the time the employee is released from work but being compensated by the County. Such reimbursement shall be billed to the Association monthly.
- h. Total amount of release time available pursuant to paragraphs a through g above shall not exceed two hundred (200) hours per year for all employees qualified. Nor shall any individual employee be released for more than forty (40) hours per year.

**6.00 NON-DISCRIMINATION**

**6.01 Individual Rights**

Neither the County nor Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage in or refrain from Unit activity pursuant to Section 3500 et seq. of the California Government Code.

**7.00 HOURS OF WORK**

**7.01 Work Schedules**

Except as provided below, the normal work schedule shall be 8:00 a.m. to 5:00 p.m. each day of the year except Saturdays, Sundays and holidays. The normal work schedule shall be eighty (80) hours per biweekly pay period for a full-time employee. Overtime exempt classifications in this unit may be required to work in excess of eighty (80) hours in any biweekly pay period and are exempt from overtime compensation.

Except for overtime, callback and standby assignments, departments which necessitate a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned unless the employee has been notified at least ten (10) days in advance of the change in work schedule. A change in an employee's work location not resulting in a change to the employee's assigned work schedule, does not require a 10 day notice.

A County appointing authority has the right to schedule the employee's work hours to meet department needs. By mutual agreement, an employee and the appointing authority may reschedule the hours during any pay period to provide a minimum of eighty (80) hours of compensated time in each pay period. Hours of work in excess of eighty (80) hours per pay period may not be carried forward to subsequent pay periods. Appointing authorities are encouraged to reschedule excess work hours during the pay period whenever practical.

**7.02 Alternate Schedules**

- a. Upon the request of an employee(s) flex-time, job-sharing and voluntary reduced work hours programs may be established. Any job-sharing program will require that the benefits be pro-rated or as otherwise mutually agreed upon by both parties in writing. Alternate schedules shall be seriously considered by the Department Head. Should the request for an alternate schedule be denied, the employee(s) may request a meeting with the Department Head, Human Resources, and an Association representative to discuss and attempt to resolve the conflict that resulted in

the denial. Such meetings shall be at the discretion of the Department Head.

- b. Should the County elect to eliminate an existing special schedule, it will notify the Association and provide opportunity for the Association to meet and confer on the impact of the decision.
- c. Alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternative scheduling patterns. Individuals assigned to such schedules shall accrue leaves and holidays on the same basis as employees working the standard 5/8 work schedule; that is, eight (8) hours per day.
- d. The above Section (7.02) shall not be subject to the grievance or arbitration sections of this Agreement.

## **8.00 COMPENSATION**

### **8.01 Salary**

Except as provided below, salaries shall remain unchanged for the term of this agreement.

- a. The change to the Psychiatrist salary range, as approved by the Board of Supervisors on January 12, 2010, shall be effective the first pay period ending in December, 2009.

### **8.02 Overtime**

#### **a. Eligible Positions**

All positions in classifications designated by the Director of Human Resources as subject to the overtime provisions of the FLSA shall be eligible for overtime. Exceptions may be made for individual positions within a classification. When the appointing authority, using the exemption definitions in the FLSA, certifies in writing the specific position is exempt, copies of the appointing authority's decision shall be delivered to the Director of Human Resources and the employee.

#### **b. Overtime Defined**

Overtime is any work rounded to the nearest fifteen (15) minutes in excess of the normal workday or eight (8) hours per day or forty (40) hours per week. For employees whose normal assigned work day is in excess of eight (8) hours, overtime shall be work rounded to the nearest fifteen (15) minutes beyond the normally assigned hours. For the purpose of calculating overtime, all paid time off with the exception of sick leave, shall be considered time worked.

Employees required to work overtime shall be permitted a one half hour paid meal break for each four (4) hours of such overtime.

c. Overtime Authorization

Employees shall be required to work overtime when assigned by the appointing authority or designated representative. No employee shall work overtime without prior approval of the appointing authority or designated representative.

d. FLSA Exemption Appeals

The parties agree to process any challenge to the Director of Human Resource's determination concerning exemption from the provisions of the FLSA through arbitration prior to filing with the Department of Labor or court. Retroactive pay due, if any, will be decided through the appeals process.

e. Overtime Compensation

Employees shall be compensated for overtime at one and one-half (1-1/2) times their regular rate of pay. Overtime compensation may at the discretion of the Department Head, be paid with regular wages in the pay period in which it was earned or be credited as Compensatory Time Off (CTO) to a maximum of 240 hours.

f. Use of Accumulated Compensatory Time Off (CTO)

1. An employee who has requested use of accumulated CTO shall be permitted by the appointing authority to use such time within a reasonable period unless the request unduly disrupts departmental operations.
2. Once the employee has reached the cap of 240 hours of CTO, the appointing authority may require the employee to take off any excess hours during the work week in which it is earned. Any CTO accumulation in excess of the 240 hours cap which is not taken in the work week in which it is earned, shall be paid with regular wages in the pay period in which it is earned.
3. An employee who has accumulated CTO shall, upon termination from County employment, be paid for the CTO with the termination pay settlement.

g. Fringe Benefits Not Affected By Overtime

Overtime work shall not be a basis of increasing vacation, sick leave, or other benefits, nor shall it be the basis for advancing completion of the required period for probation or salary step advancement.

h. Overtime Exempt Employees

Overtime exempt employees receive Administrative Leave in lieu of overtime. Section 8.05 provides for provision of additional Administrative Leave for employees working extraordinary hours on an extended basis.

In addition to the provisions above, upon the recommendation of the Department Head, the County Administrative Officer may approve providing of straight time compensatory time off (or paid pursuant to Section 8.02(e)) under all of the following circumstances:

1. The existence/occurrence of extraordinary circumstances such as: natural or man caused disasters including chemical spills, storms, earthquakes, extended out of area trials, civil disturbances, job actions, major administrative problems, emergency callouts, etc.
2. An employee working hours significantly in excess of normal and beyond that compensated for by administrative leave. Granting of Compensatory Time Off pursuant to this section shall be for specific occurrences only. It shall not be utilized for cumulative time worked; which shall continue to be handled pursuant to Section 8.05. This Section shall not be construed to place salaried management personnel on a hourly overtime basis, nor to compensate employees for all hours worked on an hour for hour basis. It shall apply only in the extraordinary circumstances outlined above. Decisions of the County Administrative Officer shall be final and not subject to any form of appeal.

**8.03 Call Back / On Call**

An employee who is required to physically return to work shall receive either a minimum of two (2) hours straight time pay or time off, or time and one-half pay, or CTO for the time actually worked, whichever is greater and be entitled to receive mileage reimbursement pursuant to Section 15.02. An employee handling a phone call not requiring that he/she physically return to work shall be entitled to the minimum overtime payment. The employee receiving a call during normal sleeping hours shall be entitled to a one (1) hour straight pay

minimum or time and one-half (1-1/2) pay or CTO for the time actually spent on a call, whichever is greater.

**8.04 Standby Pay**

Each employee in the unit of representation shall be entitled to receive forty (\$40.00) dollars for each eight (8) hour standby shift, or portion thereof, as ordered and authorized by an appointing authority. A standby shift is defined as any eight (8) hours shift following the employee's normally assigned shift. Standby pay is pro-rated to the number of hours an employee is assigned to standby status, and is available only within the defined standby zone following the regular schedule (i.e., if an employee is regularly scheduled to work an eight (8) hour day, the standby pay commences after eight (8) hours have been worked in a day).

**8.05 Pay Differentials**

- a. Public Health Nurses assigned to the California Children's Services (CCS) division of Public Health shall receive an additional five (5%) percent of base pay.
- b. Effective the first pay period ending in December 2009 after ratification by the Board of Supervisors and PEA, the County will implement a ten (10%) percent differential to the base pay of incumbents in the classifications of Staff Nurse, Senior, Staff Nurse, Staff Nurse, Associate who are designated as assigned to an acute facility (Psychiatric Health Facility (PHF), 23-hour, and/or Crisis Unit) in recognition of the recruitment and retention difficulties of acute facility assignments.
  1. Whenever an employee in the classifications of Staff Nurse, Senior, Staff Nurse or Staff Nurse, Associate, is assigned in writing by the department head to work in an acute facility (PHF, 23-hour, and/or Crisis Unit) and, therefore, performs nursing duties in that assignment for a period of more than ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year, (or eight (8) cumulative working days) the employee shall be entitled to be compensated with an additional ten (10%) percent over his/her current rate of pay, beginning with the eleventh (11<sup>th</sup>) day or the eighty-first (81<sup>st</sup>) hour of the assignment. A continuous acute facility assignment bridging two (2) fiscal years shall be treated as if it occurred during the prior fiscal year. For example, an employee receiving the compensation for an assignment, which commences on June 15 of one fiscal year and ended on July 5 of the succeeding fiscal year, would receive compensation for the entire assignment. Similarly, an employee whose 11<sup>th</sup> day or eighty-first (81<sup>st</sup>) hour of acute assignment occurred during the prior fiscal year would commence receiving compensation as of the 11<sup>th</sup> day or eighty-first (81<sup>st</sup>) hour.

2. Employee assignment to acute facility shall not be rotated in a manner as to deny the ten (10%) percent differential after an assigned employee exceeds the ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year.
3. Return from such assignments to a regular non-acute Staff Nurse assignment is not discipline and the disciplinary appeal process does not apply under these circumstances.
4. Nurses holding acute assignments as of December 1, 2009 are deemed qualified to work in said assignments and to be paid the aforementioned pay differential. All minimum qualifications must be met for any promotional opportunities.

#### **8.06 Disability Insurance**

- a. Each regular employee in the unit shall be required to participate in the Disability Insurance Plan ("The Plan"). Premiums will be paid totally by the employees through payroll deduction. Required participation means that the employee must make payroll contributions to The Plan but application to receive disability payments benefits under The Plan is purely discretionary on the part of the employee.
- b. The Disability Insurance Plan shall be integrated with the County's sick leave plan and the employee(s) shall be allowed to use all accrued time available in addition to sick leave for each disability in accordance with the following formula:
  1. The employee's gross biweekly wage shall be multiplied by a factor of 0.85 and the resulting product reduced by the amount of disability payments for the biweekly period. The resulting balance shall represent the amount of gross sick leave, vacation, CTO, and/or administrative leave pay from which mandatory and voluntary deductions shall be made.
- c. An employee receiving disability benefit payments who fails to provide the Human Resources Department within thirty (30) days of the onset of the disability a copy of the approval of disability benefits, shall be deemed in violation of the terms of this agreement and the Human Resources Department shall immediately forward to the disability benefits carrier a report indicating that the employee had received full sick leave, vacation, CTO, and/or administrative leave to the maximum allowed, for the time in question.
- d. The County shall continue to explore possible simplification of Disability and Worker's Compensation salary integration procedures.

**8.07 Administrative Leave**

a. Regular Administrative Leave

Employees exempt from paid overtime shall earn seven (7) (56 hours) days administrative leave per year as specified in Section 12.14(j) of the Personnel Rules accumulated to a maximum of forty-four (44) days. In 2005 only, Attorney's working in the District Attorney's office will accrue an additional two (2) days (16 hours) of Administrative Leave.

b. Extraordinary Circumstances

In extraordinary circumstances such as, natural or man caused disasters including but not limited to, chemical spills, storms, earthquakes, extended out of area trials, civil disturbances, a Department Head may recommend to the Board of Supervisors that additional administrative leave be granted to an employee(s). Extraordinary circumstances shall mean circumstances involving extended periods of very long hours. The additional leave shall not be construed to constitute overtime compensation nor shall it be construed to compensate employees on an hour for hour basis. Examples for classifications which might qualify for additional leave shall include Deputy District Attorney and County Counsel classifications involved in extended trials, etc.

c. Review Committee

A committee of the Board of Supervisors will be appointed to work with the Director of Human Resources, the Association and Department Heads to review the issue of administrative leave and overtime work performed by unit members. Recommendations of the committee will be submitted to the full Board of Supervisors. No changes shall be made on matters within the Scope of Representation without the County and Association first having met and conferred.

**8.08 Bilingual Pay Differential**

When it has been determined that an employee's use of bilingual language skills or specialized communications skills are essential and critical for the successful performance of the functions of a County department, the employee shall receive a pay differential of five dollars (\$5.00) per day (\$50.00 per pay period)

of compensated service. The Director of Human Resources shall formulate policies and procedures for administering the provisions of this section which will require the written justification by the appointing authority, verification of the employee's language or communication skill ability and procedures for review of continued need on no less than an annual basis.

**8.09 Temporary Assignment to a Higher Paid Classification**

- a. Whenever an employee is assigned in writing by the department head to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year, (or eight (8) cumulative working days the employee, shall be entitled to be compensated with an additional five percent (5%) over his/her current rate of pay, beginning with the eleventh (11th) day or the eighty-first (81st) hour of the assignment (or ninth (9th) day or the seventy-third (73rd) hour of the assignment for thirty-six (36) hour work week employees). A continuous out-of-classification assignment bridging two (2) fiscal years shall be treated as if it occurred during the prior fiscal year. For example, an employee receiving the compensation for an assignment which commences on June 15 of one fiscal year and ended on July 5 of the succeeding fiscal year, would receive compensation for the entire assignment. Similarly, an employee whose 11th day or eighty-first (81st) hour (or ninth (9th) day or seventy-third (73rd) hour for thirty-six (36) hour work week employees) of out-of-classification assignment occurred during the prior fiscal year would commence receiving compensation as of the 11th day or eighty-first (81st) hour (or ninth (9th) day or seventy-third (73rd) hour for thirty six (36) hour work week employees.
- b. Employees assigned in writing by the Department Head to work in a higher classification as a Department Head shall be compensated at the appropriate Department Head salary range. All other provisions for higher paid classification pay shall be as provided above.
- c. Employees assigned by the Department Head to serve as team leaders supervising other employees in the same classification shall be eligible to receive compensation pursuant to Section a, above.

**8.10 Shift Differential Pay**

A regular employee who is required as part of a normal work schedule to work four (4) hours or more of the shift between the hours of 5:00 p.m. and 7:00 a.m. or the Saturday and Sunday shift between 7:00 a.m. and 5:00p.m., shall receive, in addition to regular pay, one (\$1.00) dollar for each hour of shift worked as a shift differential compensation rounded to the hour. The shift differential shall

be pro-rated to the nearest seventy-five cents (\$.75) for each one fourth (1/4) of the shift served during the qualifying period. Employees shall not be entitled to shift differential compensation while on sick leave, vacation or other paid leaves. The reassignment by the appointing authority of an employee from a shift covered by differential pay to a shift not covered by differential pay shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process, nor shall it be subject to the provisions of 7.02 b.

### **8.11 Step Increases**

- a. If an employee is promoted within ninety (90) days prior to their merit date, they will normally be granted an additional salary step increase beyond what is normally provided by Personnel Rule 12.6. Such additional step may be denied for reasonable cause; including the employee being hired, promoted or receiving extraordinary step increases within the previous twelve months, etc.
- b. In addition to the provisions of Personnel Rule 12.6, the appointing authority may grant out of sequence merit advancements up to twice for an employee in a specific classification.

### **8.12 Promotional Interviews**

- a. When an appointing authority receives a certified list of eligibles from the Director of Human Resources to fill a regular-help position by promotion, the appointing authority shall interview each of the eligibles on the list that is available and interested in the position before making a final selection for the position.
- b. If, under Section 6.3 e of the Personnel Rules, a competitive rating of application and/or supplemental application is used as a part of the testing process for departmental promotions; at least one other of the examination techniques (oral board or written examination) will be used.

### **8.13 Precinct Officers**

- a. Non-exempt employees in the PEA bargaining unit who volunteer for reassignment as an Inspector or Clerk on Election Day will receive their normal day's pay, plus a poll worker stipend, which is uniform to all volunteers who perform election work.

- 1. The current stipend is: Inspectors: \$135 total stipend – Election Day \$85 + Training \$20 + Pickup and return of Equipment and Supplies \$30 Clerks: \$95 total stipend – Election Day \$75 + Training \$20

If and when the Board of Supervisor should increase the stipend for volunteer poll workers, the increased amount shall be afforded to volunteers from the PEA bargaining unit.

- b. Exempt employees in the PEA bargaining unit who volunteer for reassignment as an Inspector or Clerk on Election Day will receive their normal day's pay, plus twelve (12) hours of administrative leave. (Board Item 3.11 on September 9, 2008 Agenda)

## **9.00 VACATION LEAVE**

### **9.01 Vacation**

Each regular full-time employee of the Unit shall be entitled to earn vacation. Vacation shall be earned according to the following schedule:

- a) 4.615 hours of vacation [one hundred twenty (120) hours per year] for each biweekly pay period in paid status until completion of five (5) years of continuous service.
- b) 6.154 hours of vacation [one hundred sixty (160) hours per year], for each biweekly pay period in paid status after completion of five (5) years of continuous service and until completion of ten (10) years of continuous service.
- c) 7.692 hours of vacation [two hundred (200) hours per year], for each biweekly pay period in paid status after completion of ten (10) years of continuous service and until completion of twenty (20) years of continuous service.
- d) 8.308 hours of vacation [two hundred sixteen (216) hours per year], for each biweekly pay period in paid status after completion of twenty (20) years of continuous service.

Vacation will be credited biweekly on a prorated portion of full-time compensated service. Employees with less than six (6) months of uninterrupted service shall not be entitled to a vacation. Vacation time off may be requested by the employee subject to the approval of the appointing authority. Effective the beginning of the first pay period commencing the calendar year, an employee's vacation accrual shall not exceed twice the annual earnings.

When a Unit employee is unable to take scheduled vacation during a calendar year due to unusual and extenuating departmental needs which result in the employee's annual vacation accrual to exceed the maximum limits authorized, the department head shall advise the Auditor that the employee will exceed the

annual vacation accrual limits and shall schedule the excess accrual vacation days to be taken off between the period of January 1 and March 31 of the new calendar year. Should the employee voluntarily choose not to take the scheduled vacation during the extension period, the employee shall cease to accrue vacation hours until the total vacation accrual falls below two (2) times the earning rate. Should a department head, as a result of emergency needs of the County, be unable to schedule the excess accrual vacation days off during the extension period, the employee shall be paid for the excess accrual days.

Unit employees becoming seriously ill while on scheduled vacations may request that the hours he/she were ill be charged against his/her sick leave balance rather than their vacation leave balance. This request may be made only in the case of serious illness which required hospital and/or physician treatment and prevented the employee from carrying on normal activities. Doctor's verification is required.

#### **9.02 Vacation Buy Back**

- a. Employees taking at least forty (40) hours of vacation time shall, concurrently, have the option of requesting pay in lieu of time off for up to an additional forty (40) hours of accrued vacation time once per fiscal year. Vacation buy-back shall only be available in increments of eight (8) hours. Such requests are subject to the approval of each respective department head and the availability of funds.
- b. In addition to vacation buy-back pursuant to 9.02(a) above, employees shall have the option of requesting an additional one hundred four (104) hours of vacation time during each year of the current contract in increments of eight (8) hours. Such requests are subject to the approval of each respective department head and the availability of funds.

### **10.00 LEAVES OF ABSENCE**

#### **10.01 Extended Bereavement Leave**

In addition to the bereavement leave benefit set forth in Section 13.3 of the Butte County Personnel Rules, a regular employee who believes it necessary to be absent from duty because of the death of a member of the employee's immediate family who resided out of the State of California, or over 400 miles one way from his/her home, may have an additional two days of bereavement leave to be charged to sick leave.

**10.02 Use of Bereavement Leave**

The County has amended Section 12.3 of the Butte County Personnel Rules to allow the use of bereavement leave in the case of the death of individuals, other than those already listed, living in an employees household as a family member and to include brother-in law, sister-in law and registered Domestic Partners. Approval shall be on a case by case basis by the Director of Human Resources in his/her sole discretion.

**10.03 Family Leave**

Family leave shall be as set forth in the County's Family and Medical Leave Policy. Included in this Policy are the following provisions:

- a. Employees shall be granted a leave of absence not to exceed four (4) calendar months upon presentation of proof of pregnancy. The non-compensated portion of such leave shall not be granted under this section until the employee has exhausted sick leave, except for ten (10) days or ten (10%) percent of the employees balance whichever is greater, and compensatory time off leave balances but may be extended by mutual agreement by the employee and the County. The employer may require reasonable proof of the employee's ability to return to work.
- b. Employees adopting children who have not previously resided in the employee's household, or whose spouse gives birth, shall be granted a leave of absence not to exceed thirty (30) days upon presentation of proof of adoption or proof of birth by spouse. The non-compensated portion of such leave shall not be granted under this section until the employee has exhausted sick leave, except for ten (10) days or ten (10%) percent of the employee's balance, whichever is greater, and compensatory time off leave balances but may be extended by mutual agreement of the employee and the County.
- c. Maternity, Paternity, Adoption, and other Family care leave requests shall be reviewed and acted upon in accordance with Federal and State legislation governing such leaves. If the provisions of this section exceed the minimum provided under such legislation, the provisions of this section shall be controlling.

**10.04 Paternity Leave**

Paternity leave shall be as set forth in the County's Family Care and Medical Leave Policy.

**10.05 Salaried Employee Leave**

Exempt employees shall be provided "salaried employee leave" for authorized absences of less than a full day if they have no paid time available. No deduction shall be made from employees pay for absences of less than one day. Should Federal regulations under the Fair Labor Standards Act be amended to not require payment for time off from work for less than a day, this Article may be reopened by the County provided notice is given to the Association for "meet and confer" negotiations.

**10.06 Paid Administrative Leave**

An appointing authority or designated representative, in his/her sole discretion, may, when extraordinary circumstances exist and necessary for the operation of the department, place an employee on paid administrative leave, subject to call.

**11.00 SICK LEAVE**

**11.01 Sick Leave Accrual**

Employees shall earn sick leave with pay at rate of 3.6923 hours per biweekly pay period [ninety-six (96) hours per year]. Sick leave may be accumulated without limit during a period of continuous employment.

**11.02 Uses of Sick Leave**

Sick leave shall be granted for the following:

- a. The employee's illness or disability.
- b. The employee's routine medical or dental appointments.
- c. Care and supervision of an immediate family member as defined in the County's Family Care and Medical Leave Policy in Attachment D.
- d. Family medical appointments or emergencies.
- e. Qualifying domestic partner pursuant to Labor Code Section 223.

Whenever an employee believes it necessary to be absent from duty for the care and supervision of an immediate family member, the employee may request sick leave for up to eighty (80) cumulative hours per calendar year, with pay unless otherwise provided for by the County's Family Care and Medical Leave Policy.

**11.03 Sick Leave Buy-Back Option**

On retirement or termination in good standing, an employee who has on accrual more than two hundred and forty (240) hours of sick leave may be compensated for that portion over two hundred and forty (240) hours at one-half (1/2) the normal rate of pay for the employee up to a maximum of \$3,000.00.

**11.04 Donation of Paid Time**

The donation of paid time program shall continue for the term of this agreement as outlined in Attachment C.

**12.00 HOLIDAYS**

**12.01 Designated Holidays**

- |     |  |                                   |
|-----|--|-----------------------------------|
| 1)  | New Year's Day   | January 1                         |
| 2)  | Martin Luther King' Birthday   | Third Monday in January           |
| 3)  | Presidents Day   | Third Monday in February          |
| 4)  | Cesar Chavez Day   | March 31                          |
| 5)  | Memorial Day   | Last Monday in May                |
| 6)  | Independence Day   | July 4                            |
| 7)  | Labor Day  | First Monday in September         |
| 8)  | Veteran's Day  | November 11                       |
| 9)  | Thanksgiving Day   | Designated Thursday in November   |
| 10) | Post-Thanksgiving Day  | Friday following Thanksgiving Day |
| 11) | Christmas Day  | December 25                       |
| 12) | Every day appointed by the President and/or Governor, and the Board of Supervisors for a public fast, thanksgiving or holiday, when the day is celebrated as a State or Federal holiday. Days declared as permanent Federal holidays shall be observed as County holidays. |                                   |

When a designated holiday falls on Sunday, the following Monday shall be observed. When a designated holiday falls on Saturday, the preceding Friday shall be observed.

- a. Eligibility for Holiday Pay. Each regular employee in a compensated employment status on the assigned work day immediately preceding and the assigned work day immediately following a designated holiday shall be entitled to compensation for the designated holiday. Extra-help employees shall not be entitled to paid holidays or compensated time off for holidays worked.
- b. Holiday Compensation. Regular employees required to work on a designated holiday or whose regular scheduled day off falls on a designated holiday shall, at the discretion of the appointing authority, be entitled to equivalent compensated time off scheduled either the day preceding the designated holiday or within one hundred eighty (180) days following the designated holiday.

## **13.00 HEALTH AND INSURANCE PLAN**

### **13.01 Health Plan**

Employee Health Plan Eligibility. All regular help employees assigned to a one-half (1/2) time or more position and the employees' dependents, including registered domestic partner, shall be entitled to participate in the County-sponsored Cafeteria Plan. Employees working less than full-time and hired after November 1, 1987 (with no qualifying leave or accrued leave usage), shall receive pro-rated benefits or pro-rated funding of county share health contributions rounding to the nearest one-quarter time: i.e. Either fifty percent (50%) for employee working thirty-six (36) hours to forty-five (45) hours per payroll period, seventy-five percent (75%) for employees working forty-six (46) to sixty-four (64) hours per payroll period, or one hundred percent (100%) for employees working sixty-five (65) hours or more per payroll period. This pro-rated amount is in addition to the regular employee share. Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to the contract limitation with the health plan carrier. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability.

### **13.02 Description**

The Butte County Flexible Benefits Plan consisting of the Tax Deferred Medical Premium option, the Dependent Care Reimbursement option and the un-reimbursed Health Care Cost option, (hereafter "Cafeteria Plan") is available to all employees in regular-help positions (hereafter "employee"). There will be two (2) participation levels, identified as Employee "A" and Employee "B" as per Section 13.03. Once the selection is made, it will remain in force until the current calendar year end and when a selection is made during the following year's open enrollment period. The fee for a third party administrator will be paid by the County.

The basic group term life insurance will continue to be provided at County expense and will not be part of the Cafeteria Plan.

### **13.03 Participation Levels**

#### Employee A - CORE PLAN

During the term of this contract the County shall pay the amounts set forth below toward premium for health insurance coverage elected through PERS. These amounts are inclusive of the PERS minimum health contribution. If the employee elects medical coverage, then the employee must participate in a dental plan option and the vision insurance (Core Plan) effective the month

following ratification of this agreement. The County will pay to Employee's Flexible Benefit Account the following amounts:

	<u>January 2009</u>
Employee Only	\$462.78
Employee Plus One	\$921.30
Family	\$1,207.41

Employees that have elected to participate in the "Core Plan" can also elect to participate in optional benefits. If the employee has any surplus Flexible Benefit Account credits after making all elections required to participate in the health insurance, the employee can use that surplus toward the Flexible Benefit Options listed in the Flexible Benefit Options Exhibit. Employees that wish to participate in the optional benefits in the plan, with the exception of the cash back option, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

#### Employee B - FLEXIBLE BENEFIT OPTIONS

Employees who elect not to participate in Option A will be asked to sign a waiver and will be required to provide proof of medical insurance (see Section 13.04). They will have an opportunity to participate in the Flexible Benefit Options listed in the Flexible Benefit Options Exhibit.

The County will provide an employer flex credit monthly contribution of Four Hundred Three Dollars and Thirty-Four Cents (\$403.34) per month for "employees" who elect option B. Employees can use this contribution toward any of the Flexible Benefit Options listed in the Flexible Benefits Options Exhibit. Employees that wish to participate in the Flexible Benefit Options, including the cash back option, but do not have sufficient flex credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

#### **13.04 Administration**

- a) No benefits will be paid to employees in Category B until proof of insurance is on file in the Human Resources Department.
- b) Part-time regular help employees will receive proportional benefits as provided above. All employees assigned to a one-half (1/2) time or more position, and the employees' dependents including registered domestic partners, shall be entitled to participate in the County's Flexible Benefits Plan as set forth in 13.01 above. This section does not affect part-time employees grandfathered into full-time benefit status under Section 13.01 of the MOU.

- c) Any money deposited in the Flexible Benefits Account of an employee must be used during the plan year; otherwise, the remaining balance reverts to the County. Upon separation, the money will be disbursed in conformance with the rules and procedures explained to and authorized by the employee at the time of his/her enrollment.

### **13.05 Retired Employee Options**

Employees who retire under the provisions of the County's retirement contract with the Public Employees' Retirement System (PERS) may continue to insure themselves and their insured dependents for the health benefit portion of the health plan by advising the Director of Human Resources and advancing the full premium for health only coverage in a manner prescribed by the Director of Human Resources.

As an option to the sick leave buy-back plan specified in Section 11.03 of the Memorandum, the employee may convert unused sick leave to health insurance premium payments as follows: The County shall calculate the value of the employee's unused sick leave based on one day of sick leave on accrual on the date of retirement being converted to one month of employee only health insurance premium. This conversion shall be made at the time of retirement, and the amount shall be credited to the employee's "account." The employee's (and dependents, if applicable) health insurance premium, and any future premium increases, will be deducted from the account until the account is depleted. Upon depletion, the employee will be notified that they are responsible for assuming payment of the premiums. To continue on the plan, the employee shall advance the full health insurance premium for quarterly coverage for the employee (and dependents, if applicable).

Employees having ten (10) years of cumulative service with Butte County who, upon termination, immediately retire under the provisions of the County's contract with the Public Employees' Retirement System shall be eligible for the twelve (12) months of County paid health premiums (employee only) immediately following retirement; and may also continue to insure their dependents by advising the Director of Human Resources and advancing the dependents portion of the health insurance premium for quarterly coverage for that year, or by deducting the dependents portion from the employee's "account".

The employee may cover either the employee only or the employee and insured dependent(s) under this section to the Medicare Supplemental Qualifying Age. Rights to continuation of health coverage above are in addition to any right the employee has under COBRA.

Effective January 1, 2010, the sick leave conversion above, at the time of retirement will be calculated at the Employee A – Core Plan amount, which is the Blue Shield HMO, Delta DPO and Vision Service Plan premiums.

Employees hired after June 30, 2010 are not eligible for the conversion of sick leave to health insurance or one year's paid health coverage as outlined in Section 13.05.

**13.06 Benefit Plan Review Committee**

The County shall establish a committee composed of representatives from each of the employee organizations and the County to periodically review the County's Flexible Benefits Plan with regard to additional options which may be added for employees selection.

**13.07 Life Insurance**

The County shall maintain in effect existing Twenty-five Thousand (\$25,000) Dollar life insurance policy for Unit members. The County shall maintain a program whereby employees may buy additional life insurance at group rates through the County.

**13.08 Employee Assistance Program**

The County shall maintain in effect for Unit employees the Employee Assistance Program, and shall contribute the full cost per employee, per month, to fund the program.

**14.00 RETIREMENT PLAN**

**14.01 Retirement Credit for Sick Leave**

The Public Employees' Retirement System (PERS) contract allows unused accumulated sick leave to be converted to service time per Government Code Section 20862.8. An employee may, upon retirement from the County under PERS, use any sick leave accumulation not used as part of the calculated option for sick leave conversion to health insurance coverage to service credit in accordance with the PERS formula. Additionally this application must be made at the time of retirement. Cash out stands alone.

**14.02 Retirement Contribution**

The County will maintain in effect the 2% @ 55 Retirement Program for the term of this contract. The County shall continue to pay the employee's seven percent (7%) contribution to the retirement plan in a manner prescribed by PERS for the term of this agreement.

## **15.00 REIMBURSEMENT OF EXPENSES**

Employees in the following grouping (upon approval of the appointing authority) shall be eligible to be reimbursed for 100% of the professional license or certificate fees required as a prerequisite to their position:

- Attorneys
- Physicians
- Psychiatrists
- Psychologist
- Nurse Practitioners and Registered Nurses
- Other classifications/positions may be added to the grouping upon written agreement of the parties.

### **15.01 Mileage Allowance**

- a) An employee who has received authorization to use a privately owned vehicle for County business shall be reimbursed at the IRS rate for each mile driven on County business during the month.
- b) An employee who, during any month, is required to and provides a privately owned vehicle for County use in excess of 70% of their regularly scheduled working hours during the month shall receive a flat taxable payment of \$25.00 per month (pro-rated for less than full time employees, i.e. \$12.50 per month for a 50% employee), effective with the ratification of this agreement. Employees shall receive, in addition, the IRS rate per mile for all miles traveled on County business during the month.

Providing the vehicle shall be defined as having the vehicle available at the employee's work site during the employee's assigned working hours. Authorized time off of less than two consecutive pay periods shall not affect calculation of vehicle availability. The department head shall be responsible for initial certification and decertification of an employee's eligibility for a vehicle under this section.

- c. Pursuant to Personnel Rule 13.10(b), a Certificate of Insurance is required to be on file for the Vehicle Allowance and for mileage reimbursement.

The County shall pay deductible expenses to a maximum of five hundred (\$500.00) dollars when employees, using their own vehicles, are involved in an accident on County business. This provision shall not apply, however, in cases where the accident was caused by the gross negligence of the employee.

## **15.02 Tuition Reimbursement**

Upon approval of the Department Head employees enrolled in college classes or courses which are job related shall be entitled to reimbursement of one-half (1/2) of the cost of required instructional materials or tuition, upon proof of successful completion of the class or course, up to a maximum of \$500 per fiscal year. In order to receive the reimbursement, upon completion of the approved course(s) the employee must still be in the employ of the department that authorized the reimbursement.

1. In lieu of the above, an employee who is enrolled in an accredited college course or courses in the pursuit of a formal degree that the appointing authority has approved in advance and in writing and verifying the course or courses directly apply to the position and department of employment, may be provided up to half the cost of the college units completed per semester upon proof of completion of the semester with a GPA of 3.0 or better. In return, employee agrees that if he/she voluntarily leaves the employ of the department within three (3) years of receiving this tuition reimbursement pursuant to this paragraph shall reimburse the County for the reimbursement received.

Some or all of that repayment may be accomplished through a deduction from the employee's final paycheck assuming that check is for an amount equal to or greater than the amount that is the subject of this agreement.

The County of Butte reserves the right to recover any outstanding amounts that may be due under this agreement as provided by law.

## **16.00 GRIEVANCE PROCEDURE**

### **16.01 Intent**

It is the intent of this grievance procedure to afford the parties the opportunity to resolve workplace problems at the lowest possible level, and to thereby further the principles of developing more harmonious employer/employee relations.

An employee (or employees) or the Association shall have the right to present a grievance pursuant to this procedure. The employee (or employees) may be represented by the Association or an individual of his/her choice in the formal steps of this procedure; provided however, that employees may not be represented by officers or staff who are employees of an employee organization/Association other than the exclusive representative, without the expressed permission of such exclusive representative. Employees who present a grievance shall not suffer reprisal or other punitive action by the County or the Association because of the exercise of the right to present or appeal a grievance.

An employee (or employees) who have a grievance shall be given reasonable time off without loss of pay or benefits to present the grievance to County management pursuant to this procedure. If the Association files on behalf of a member(s), the member(s) must be named.

#### **16.02 Definition and Scope of a Grievance**

- a. A grievance may be filed by an employee, a group of employees, or by the Association of a management interpretation or application of this Memorandum of Understanding, the County Personnel Ordinance or the Personnel Rules.
- b. Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; Board of Supervisor's resolution, ordinance or minute order; disciplinary actions except as provided for in Section 17.03; discriminatory acts; or other matters which have other means of appeal.

#### **16.03 Grievance Procedure Steps**

The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter. However, the County and Association may agree to start the grievance procedure at any step on issues involving Association rights, or harassment. Further, County management is required at all formal levels of the grievance procedure to consult with the Director of Human Resources, or his/her designee concerning the relationship of the grievance to Federal, State, or County law, resolution or minute order or Memorandum of Understanding to the employee's wages, hours or conditions of employment. The Director of Human Resources shall also provide advice as to the effect of any proposed grievance settlement on other County departments. No grievance resolution shall be final until this consultation step has been completed. Time limits set forth herein are not waived pending consultation with the Director of Human Resources or his/her designee.

Prior to filing the formal grievance pursuant to Step 1 below, the employee is required to informally discuss the matter with their supervisor to determine if the issue may be resolved. If the supervisor, however, is not available to meet with the employee or does not respond within five (5) days, the employee may formally file the grievance in accordance with Step 1 or 2 below, whichever is appropriate. . If an employee fails to informally discuss the matter with their supervisor as outlined above, the grievance may not be advanced to the written formal level. **NOTE:** A grievance must be submitted formally in writing to Step 1, if such option exists, or to Step 2, if Step 1 option does not exist, within fifteen (15) days of the occurrence or the employees knowledge of the occurrence which gives rise to the grievance.

Step (1) Second-Level Management Representative. (This step is optional and may be omitted from the procedure in a department or a division thereof by the appointing authority. The County shall provide the Association with a written list of those departments which will utilize this step.) If the issue is not settled by the informal discussion, it may be formally submitted to the second level management representative designated by the appointing authority. The grievance shall be submitted within fifteen (15) days of the occurrence or the employees knowledge of the occurrence which gives rise to the grievance, and shall be submitted formally in writing stating the nature of the grievance and the suggested solution. Within seven (7) days after receiving the written grievance, the second-level management representative shall meet with the employee. Within seven (7) days thereafter a written decision shall be delivered to the employee.

Step (2) Appointing Authority. If the grievance is not settled under Step 1 option, it may be formally submitted to the appointing authority. The grievance shall be submitted within seven (7) days after receipt of the written decision from Step 1 Within seven (7) days after receipt of the written grievance, the appointing authority or designated representative shall meet with the employee. Within seven (7) days thereafter, a written decision shall be delivered to the employee.

Step (3) Mediation. If the grievance is not resolved after Step 2, as an alternative to proceeding directly to Step 4, Arbitration, the grievance may be submitted to mediation. A request for mediation may be presented in writing to the Director of Human Resources within seven (7) calendar days from the date a decision was rendered at Step 2. As soon as practicable thereafter, or as otherwise agreed to by the parties, a mediator shall hear the grievance. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal and shall be considered advisory.

Step (4) Arbitration. If the parties are unable to reach a mutually satisfactory resolution of the grievance as a result of discussion at Steps 1, 2 or 3, or if there is a dispute as to whether or not the grievance meets the definition of grievance under Section 16.02 hereof, the issue shall be submitted to an impartial arbitrator who shall be designated by mutual agreement of grievant and his/her representative and the Director of Human Resources. To the extent possible, the parties shall utilize a standing arbitrator to be randomly selected from a panel of seven (7) jointly agreed to by the parties.

1. Should the grievant and his/her representative and the Director of Human Resources fail to reach agreement on selection of the arbitrator within fifteen (15) days, they shall jointly request a list of seven (7)

qualified arbitrators from the California State Mediation and Conciliation Service. If mutual selection cannot be made from the list received within seven (7) days, the parties shall select the arbitrator by alternately striking names until only one name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list of arbitrators shall be determined by a toss of a coin.

2. The grievant and his/her representative shall invoke the arbitration step within twenty-one (21) days of receipt of a decision at Step 2 of this procedure by submitting a written request for arbitration to the Director of Human Resources.
3. In cases in which the Association represents the grievant, the County and Association shall share the arbitration cost on a 50/50 basis. In cases in which the Association is not representing the grievant or the Association declines to carry a case to the arbitration step, the fees and expenses of arbitration shall be shared on a 50/50 basis by the County and the employee. Each party, however, shall bear the cost of its presentation including preparation and post-hearing briefs, if any, provided that witnesses necessary to the presentation of the employee's case shall be granted necessary time off without loss of pay or benefits to appear at the arbitration hearing.
4. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by law.
5. No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the Unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Section 16.02 and is consistent with all provisions herein. Any dispute as to arbitrability shall be decided prior to any hearing on the merits unless the arbitrator rules that the issues are not separable. Whenever possible, a bench arbitrability decision shall be issued immediately.
6. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be arbitrated and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, maybe referred to arbitration under this section.
7. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is within the authority of the Board of Supervisors or other legislative body or to establish any new terms or

conditions of employment. The Arbitrator's decision shall be limited only to the applications and interpretation of the existing rule in the matter referred for consideration.

8. The County and Association shall exchange witness lists seven (7) calendar days prior to Arbitration Hearings. Should it become necessary to supplement the list(s), the other party will be notified as soon as possible.

#### **16.04 Consistent Awards**

No settlement or award shall be made under the grievance procedure which is inconsistent with the terms and conditions of this Memorandum of Understanding or any other County law, ordinance, resolution, regulation or rule, that is not superseded by the MOU. The Director of Human Resources shall have the authority to settle grievances of up to \$10,000 in accordance with Board Resolution No. 01-013.

#### **16.05 Administration of the Grievance Procedure**

- a. As used herein, a "formally submitted grievance" shall include a concise description of the problem; the section or sections of the memorandum, law, ordinance, resolution, regulation or rule alleged to have been violated; the proposed remedy; the date of the grievance; the date the grievance was filed; and the signature(s) of the person or persons filing the grievance.
- b. If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits the grievance shall be considered resolved.
- c. If a County representative does not render a decision to the employee within the time limits, the employee may, within seven (7) days thereafter, appeal to the next step in the procedure.
- d. If in the judgment of a management representative, the management representative does not have the authority to resolve the grievance, the grievance may be referred to the next step of the procedure.
- e. By agreement in writing, the parties may extend any or all of the time limits of the grievance procedure.
- f. A copy of all formal grievance decisions shall be forwarded to the grievant, the Director of Human Resources and the Association.
- g. After consultation with the Association, the Director of Human Resources may temporarily suspend or consolidate grievance processing

on a section-wide basis in an emergency situation. Emergencies shall be defined a natural or civil disaster or overburdening of the grievance procedure by submission of multiple grievances filed as a job action tactic. The Association may appeal the suspension or consolidation action of the Director of Human Resources at the arbitration step of the grievance procedure. In the event of such appeal, the County and the Association agree to jointly request a list of arbitrators from the State Mediation and Conciliation Service within two (2) working days of the Director of Human Resource's action and to select an arbitrator within five (5) calendar days of receipt of the list. The party which loses the appeal of the Director of Human Resource's action under this section shall pay the full cost of the arbitrator.

## **17.00 DISCIPLINARY PROCEDURES**

### **17.01 Definition of Discipline**

Personnel Rule 2.27 shall be amended to read: "Disciplinary action means dismissal (except for probationary release or rejection, including promotional probationary release), demotion (except for demotion due to layoff or reduction in force), reduction in compensation, suspension without pay, and written reprimand. Disciplinary action may be taken by the appointing authority or his/her designated representative for just cause and reasonable cause as set forth in Section 2.54 of the Personnel Rules."

### **17.02 Pre-Disciplinary Notice**

Personnel Rule 7.11 shall be amended to read: "An appointing authority or designee who proposes to take disciplinary action against a regular employee of a suspension without pay of five (5) working days or more severity, shall serve the employee with notice of the proposed discipline including the right to respond to the appointing authority prior to the effective date of the action being taken." The notice shall be served at least seven (7) calendar days prior to the effective date of action and shall be served on the employee personally or by certified mail. If the employee is personally served, the date of service shall be considered the first day of notification. If the employee is served by certified mail, neither the day of mailing, nor the following day, shall be considered in the seven (7) days for notification purposes.

The notice shall clearly specify the action taken, the reason for the action including the particular facts and specific incident(s) involved and the effective date(s) of the action and in case of demotion shall contain a statement as to the wages and duties of the new position. The notice shall also advise the employee that a copy of the material upon which the action is based is attached or available for review upon request during normal business hours; the right to be represented and to respond verbally or in writing to the appointing authority or

designated representative prior to the effective date of the action; and the right to appeal the action and the time within which the appeal may be made.

An appointing authority or a designated representative taking disciplinary action against an employee may, when it is necessary for the operation of the department, assign the employee to less critical duties during the five (5) day review period. When extraordinary circumstances exist or require the immediate removal of the employee from the premises, an appointing authority or a designated representative may place the employee on paid leave subject to call during the five (5) day review period. If required to provide for full investigation of the allegations made against an employee, the five (5) day period for reassignment or paid leave may be extended up to twenty (20) days. A copy of all notices and written responses shall be forwarded to the Director of Human Resources.

Nothing in this section or in Section 17.03 shall be deemed to preclude the taking and imposition of disciplinary action before the grievance procedure has been resorted to or exhausted by the Association or employee.

#### **17.03 Disciplinary Appeals**

The Association may appeal the taking of disciplinary action against an employee pursuant to the steps of the Grievance Procedure, commencing at the step above the level at which the disciplinary action was taken or imposed. Disciplinary Actions appealable under this section shall be dismissal (except for probationary release or rejection, including promotional probationary rejection), demotion (except for demotion due to layoffs or reduction in force), reduction in compensation, and suspension without pay. Oral and written reprimand and evaluations shall not be appealable under this Section. Employees shall have the right to submit, within thirty (30) days after receipt, a reasonable amount of response and rebuttal material to any written reprimand and or adverse evaluation, but oral and written reprimands and adverse evaluations shall not be subject to the grievance procedure.

Where the Association elects arbitration of discipline, the grievance procedure shall be the sole and exclusive means of appeal and the provisions of Section 9.1 through 9.15 of the Personnel Rules shall not apply.

#### **17.04 Right to Representation**

The County shall advise the employee of his/her right to be represented by the Association or other representative of his/her choosing at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected to be imposed. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to twenty-four (24) hours not including Saturdays, Sundays or

holidays, in order to permit the employee to obtain representation. Nothing herein shall be construed to preclude the department and the employee, after due consideration of the facts and circumstances of the department's allegations, from abandoning or modifying the proposed disciplinary action by mutual consent.

**17.05 Notice of Association**

The County Director of Human Resources will, upon receiving notice of disciplinary action for discharge, demotion, or suspension of an employee within the Association, immediately notify the Association. Failure of the Director of Human Resources to immediately notify the Association shall not affect the appointing authority's notice of discharge to the employee.

**18.00 PERFORMANCE EVALUATIONS**

Employees reporting directly to a department head who receive an unsatisfactory Performance Evaluation (which they dispute) resulting in denial of a step increase, may request that the matter be reviewed by Human Resources Director, or in the case of the Human Resources Department, by the Chief Administrative Officer. The Human Resources Director, or the Chief Administrative Officer, shall have the authority to review and attempt to mediate the dispute; but the department head shall retain final authority to decide the matter.

**19.00 COMMITTEES**

**19.01 County Safety Committee**

The Association shall designate one representative to the County Safety Committee. The purpose of the Safety Committee shall be to review safety policies and procedures and to make recommendations. The Committee shall be advisory to the County and recognized employee Associations and shall publish a written annual report.

**19.02 Child Care Committee**

The County and Association agree to continue participation in the Child Care-Work/Family Committee. The committee shall consist of one (1) member from each bargaining unit and an equal number of County representatives.

## **20.00 AGREEMENT**

### **20.01 Full Agreement**

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered by this Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained prior to the execution of the Memorandum of Understanding.

The County and Association may agree to additional Memorandum of Understanding changes (non-economic) during the term of this agreement by mutual agreement.

### **20.02 Probationary Period**

Newly-hired employees shall serve a twelve (12) month probationary period. The probationary period for promotional appointments shall remain unchanged.

### **20.03 Personnel Rules**

The County and Association agree to meet and confer on personnel rule changes through a joint labor management committee including all County labor organizations.

### **20.04 Reopener**

The parties agree to reopen the contract for the purposes of negotiating any changes in California legislation or actions of the County enacted during the term of this Agreement which would affect the working conditions of the members of the bargaining unit.

### **20.05 Family Care and Medical Leave Act Policy**

The County and Association have agreed on the County's Family Care and Medical Leave Policy as set forth in Attachment D.

### **20.06 Enactment**

This Memorandum of Understanding shall become effective when ratified by the Association's membership and adopted by resolution of the Butte County

Board of Supervisors. Upon such adoption, the provision of this memorandum shall supersede and control over conflicting or inconsistent County ordinances, resolutions or rules.

**20.07 Savings Clause**

If any provision of this memorandum shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

**20.08 Peaceful Performance**

The parties to this agreement agree that there shall be no Job Actions or lockouts during its term. Job Action is defined as any strike, sit-down, stay-in, sick-out, refusal to work overtime, slowdown or picketing. In the event of any Job Action by any represented employee(s), the Association shall, in writing, advise the employee(s) to cease their action(s) and resume normal work. The Association shall give a copy of its notice to the County. The County retains the right to discipline employees participating or giving leadership to actions which violate this section and to seek legal remedies, including damages, against them.

**20.09 Term of Memorandum**

This Memorandum shall become effective upon the approval of the Board of Supervisors and the Association and shall remain in full force and effect to and including June 30, 2010. Except as otherwise provided herein, the Association shall submit its requests on matters within the scope of representation by March 1, 2010. The County and Association shall begin the meet and confer process by March 15, 2010, and endeavor to conclude negotiations by June 30, 2010.

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ASSOCIATION RATIFICATION

Ratified by the Butte County Professional Employees Bargaining Unit (Association) on this ~~First~~ day of December, ~~2010~~ 2009

ASSOCIATION

[Signature]  
President, Butte County Professional Employees' Unit

[Signature]  
Association Representative

COUNTY OF BUTTE

[Signature]  
William H. Avery, Chief Negotiator

[Signature]  
Laura Brunson, Director - Human Resources

COUNTY RATIFICATION

Ratified by the Butte County Board of Supervisors this 26<sup>th</sup> day of January, 2010. Minute Order No. 1004-002(13)

[Signature]  
Bill Connelly, Chair Butte County Board of Supervisors



ATTEST:

Scott Tandy  
Interim Chief Administrative Officer  
and Clerk of the Board of Supervisors

By: [Signature]

# ATTACHMENT A

## Salary Schedule

SECTION 57  
SALARY PLAN FOR CLASSIFIED POSITIONS  
REFERENCE G  
PROFESSIONAL EMPLOYEES' UNIT CLASSIFICATIONS

(Effective 10-06-07)

Class Code	Classification Title	Range	Hourly Rates							Bi-Woody Rates						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
4054	Certified Nurse Practitioner	59	\$29,4105	\$30,8910	\$32,4251	\$34,0464	\$35,7487	\$37,5361	\$39,4129	\$2,352.84	\$2,470.48	\$2,594.01	\$2,723.71	\$2,859.90	\$3,002.89	\$3,153.03
3707	Chief Attorney, Child Support Services	73	\$41,5662	\$43,6340	\$45,8157	\$48,1065	\$50,5118	\$53,0374	\$55,6893	\$3,324.50	\$3,490.72	\$3,665.26	\$3,848.52	\$4,040.94	\$4,242.99	\$4,455.14
1303	Chief Deputy County Counsel	73	\$41,5662	\$43,6340	\$45,8157	\$48,1065	\$50,5118	\$53,0374	\$55,6893	\$3,324.50	\$3,490.72	\$3,665.26	\$3,848.52	\$4,040.94	\$4,242.99	\$4,455.14
3726	Child Support Attorney I	49	\$22,9754	\$24,1242	\$25,3304	\$26,5969	\$27,9267	\$29,3304	\$30,7992	\$1,838.03	\$1,929.84	\$2,026.43	\$2,127.75	\$2,234.14	\$2,345.84	\$2,463.14
3725	Child Support Attorney II	55	\$26,6445	\$27,9767	\$29,3755	\$30,8443	\$32,3865	\$34,0058	\$35,7061	\$2,131.56	\$2,238.14	\$2,350.04	\$2,467.54	\$2,590.92	\$2,720.46	\$2,856.49
3724	Child Support Attorney III	61	\$30,8994	\$32,4444	\$34,0666	\$35,7699	\$37,5684	\$39,4633	\$41,4581	\$2,471.95	\$2,595.55	\$2,725.33	\$2,861.59	\$3,004.67	\$3,154.90	\$3,312.65
3723	Child Support Attorney IV	68	\$36,7297	\$38,5662	\$40,4845	\$42,4945	\$44,6052	\$46,8175	\$49,2214	\$2,838.38	\$3,085.30	\$3,339.56	\$3,601.54	\$3,871.62	\$4,150.20	\$4,437.71
1308	Deputy County Counsel I	49	\$22,9754	\$24,1242	\$25,3304	\$26,5969	\$27,9267	\$29,3304	\$30,7992	\$1,838.03	\$1,929.84	\$2,026.43	\$2,127.75	\$2,234.14	\$2,345.84	\$2,463.14
1307	Deputy County Counsel II	55	\$26,6445	\$27,9767	\$29,3755	\$30,8443	\$32,3865	\$34,0058	\$35,7061	\$2,131.56	\$2,238.14	\$2,350.04	\$2,467.54	\$2,590.92	\$2,720.46	\$2,856.49
1306	Deputy County Counsel III	61	\$30,8994	\$32,4444	\$34,0666	\$35,7699	\$37,5684	\$39,4633	\$41,4581	\$2,471.95	\$2,595.55	\$2,725.33	\$2,861.59	\$3,004.67	\$3,154.90	\$3,312.65
1305	Deputy County Counsel IV	68	\$36,7297	\$38,5662	\$40,4845	\$42,4945	\$44,6052	\$46,8175	\$49,2214	\$2,838.38	\$3,085.30	\$3,339.56	\$3,601.54	\$3,871.62	\$4,150.20	\$4,437.71
7007	Deputy District Attorney I	49	\$22,9754	\$24,1242	\$25,3304	\$26,5969	\$27,9267	\$29,3304	\$30,7992	\$1,838.03	\$1,929.84	\$2,026.43	\$2,127.75	\$2,234.14	\$2,345.84	\$2,463.14
7006	Deputy District Attorney II	55	\$26,6445	\$27,9767	\$29,3755	\$30,8443	\$32,3865	\$34,0058	\$35,7061	\$2,131.56	\$2,238.14	\$2,350.04	\$2,467.54	\$2,590.92	\$2,720.46	\$2,856.49
7005	Deputy District Attorney III	61	\$30,8994	\$32,4444	\$34,0666	\$35,7699	\$37,5684	\$39,4633	\$41,4581	\$2,471.95	\$2,595.55	\$2,725.33	\$2,861.59	\$3,004.67	\$3,154.90	\$3,312.65
7004	Deputy District Attorney IV	68	\$36,7297	\$38,5662	\$40,4845	\$42,4945	\$44,6052	\$46,8175	\$49,2214	\$2,838.38	\$3,085.30	\$3,339.56	\$3,601.54	\$3,871.62	\$4,150.20	\$4,437.71
7014	Forensic Accountant	61	\$30,8994	\$32,4444	\$34,0666	\$35,7699	\$37,5684	\$39,4633	\$41,4581	\$2,471.95	\$2,595.55	\$2,725.33	\$2,861.59	\$3,004.67	\$3,154.90	\$3,312.65
4052	Pharmacist	53	\$25,3606	\$26,6286	\$27,9600	\$29,3680	\$30,8259	\$32,3672	\$33,9856	\$2,028.85	\$2,130.29	\$2,236.80	\$2,348.64	\$2,466.07	\$2,589.38	\$2,718.85
4032	Physician's Assistant	59	\$29,4105	\$30,8910	\$32,4251	\$34,0464	\$35,7487	\$37,5361	\$39,4129	\$2,352.84	\$2,470.48	\$2,594.01	\$2,723.71	\$2,859.90	\$3,002.89	\$3,153.03
4125	Psychiatrist	93	\$68,0645	\$71,4692	\$75,0742	\$78,8279	\$82,7693	\$86,9078	\$91,2532	\$5,447.56	\$5,719.94	\$6,005.94	\$6,306.23	\$6,621.54	\$6,952.62	\$7,300.26
4122	Psychologist 50	54	\$23,5498	\$24,7273	\$25,9637	\$27,2618	\$28,6260	\$30,0563	\$31,5591	\$1,683.98	\$1,781.18	\$1,877.10	\$1,971.00	\$2,063.00	\$2,153.62	\$2,242.73
4123	Psychologist (Licensed)	54	\$25,6946	\$27,2943	\$28,6990	\$30,0920	\$31,5966	\$33,1764	\$34,8352	\$2,079.57	\$2,183.54	\$2,282.72	\$2,407.36	\$2,527.73	\$2,654.11	\$2,786.82
4051	Public Health Microbiologist	49	\$22,9754	\$24,1242	\$25,3304	\$26,5969	\$27,9267	\$29,3304	\$30,7992	\$1,838.03	\$1,929.84	\$2,026.43	\$2,127.75	\$2,234.14	\$2,345.84	\$2,463.14
4050	Public Health Microbiologist, Senior	53	\$25,3606	\$26,6286	\$27,9600	\$29,3680	\$30,8259	\$32,3672	\$33,9856	\$2,028.85	\$2,130.29	\$2,236.80	\$2,348.64	\$2,466.07	\$2,589.38	\$2,718.85
4046	Public Health Nurse	50	\$23,5498	\$24,7273	\$25,9637	\$27,2618	\$28,6260	\$30,0563	\$31,5591	\$1,683.98	\$1,781.18	\$1,877.10	\$1,971.00	\$2,063.00	\$2,153.62	\$2,242.73
4047	Public Health Nurse, Associate	47	\$21,8683	\$22,9617	\$24,1098	\$25,3153	\$26,5811	\$27,9102	\$29,3057	\$1,748.48	\$1,838.98	\$1,928.78	\$2,025.22	\$2,126.48	\$2,232.62	\$2,344.46
4045	Public Health Nurse, Senior	54	\$25,9946	\$27,2943	\$28,6990	\$30,0920	\$31,5966	\$33,1764	\$34,8352	\$2,079.57	\$2,183.54	\$2,282.72	\$2,407.36	\$2,527.73	\$2,654.11	\$2,786.82
4037	Staff Nurse	48	\$22,4150	\$23,5588	\$24,7126	\$25,9482	\$27,2456	\$28,6079	\$30,0393	\$1,795.20	\$1,882.66	\$1,977.01	\$2,075.86	\$2,179.65	\$2,288.63	\$2,403.06
4039	Staff Nurse, Associate	45	\$20,8145	\$21,8552	\$22,9480	\$24,0954	\$25,3002	\$26,5652	\$27,8935	\$1,665.16	\$1,748.42	\$1,835.84	\$1,927.63	\$2,024.02	\$2,125.22	\$2,231.48
4036	Staff Nurse, Senior	50	\$23,5498	\$24,7273	\$25,9637	\$27,2618	\$28,6260	\$30,0563	\$31,5591	\$1,683.98	\$1,781.18	\$1,877.10	\$1,971.00	\$2,063.00	\$2,153.62	\$2,242.73
7003	Supervisor, Deputy District Attorney	73	\$41,5662	\$43,6340	\$45,8157	\$48,1065	\$50,5118	\$53,0374	\$55,6893	\$3,324.50	\$3,490.72	\$3,665.26	\$3,848.52	\$4,040.94	\$4,242.99	\$4,455.14

# ATTACHMENT B

## Stewards Release Form

**PROFESSIONAL EMPLOYEES' UNIT  
PROCEDURE FOR RELEASE OF EMPLOYEES AND  
EMPLOYEE REPRESENTATIVES FOR REPRESENTATION OF EMPLOYEES**

Employees desiring representation by the Association shall first request release time from their immediate supervisor. Supervisors are to provide, within a reasonable period of time, sufficient time for an employee to receive representation. If the time and duration of release is during an emergency, when coverage for the employee is not possible, or essential services may not be interrupted, the supervisor may temporarily deny release until arrangements may be made to release the employee. Once an agreed upon time and duration has been agreed upon between the employee requesting representation, and his or her supervisor, the employee contacts their Employee Representative or the Association to obtain representation.

Employee Representatives contacted for assistance in representation will obtain their supervisor's approval for the time and duration requested. Supervisors are to provide Employee Representatives reasonable time to represent employees, but may restrict release in cases of emergencies, lack of coverage, or where essential services may not be interrupted. Should an Employee Representative not be able to be released when the employee has been approved for release, contact should be made with the President of the Employee Representative or a paid representative that is able to meet with the employee during the time the employee has to provide representation when needed, the Employee Representative should advise their supervisor and the supervisor of the employee and Employee Representative are to work out a mutual time that the employee and their representative may meet.

**EMPLOYEE REPRESENTATION RELEASE RECORD**

When an agreed upon release time has been approved the Employee Representative shall initiate completion of the form and have the employee, employee's supervisor, and Employee Representative supervisor, complete and sign the record after the representation has been completed.

The original is to be sent to the Director of Human Resources, with copies to the Employee Representative and his or her supervisor.

EMPLOYEE REPRESENTATION RELEASE TIME RECORD

Name of Steward/Employee Representative \_\_\_\_\_

\*\*\*\*\*

Employee Requesting Representation:

\_\_\_\_\_

Reason:  Grievance  Discipline Appeal

Time of Representation: \_\_\_\_\_ to \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

Employee's Supervisor: \_\_\_\_\_

Time of Request: \_\_\_\_\_

Release Time Approved: \_\_\_\_\_ to \_\_\_\_\_

Actual Release Time: \_\_\_\_\_ to \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

Steward/Employee Representative Supervisor:

\_\_\_\_\_

Time Request Made: \_\_\_\_\_ Date: \_\_\_\_\_

Time Granted: \_\_\_\_\_ to \_\_\_\_\_

Actual Time: \_\_\_\_\_ to \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Steward/Emp Reps Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# ATTACHMENT C

## Catastrophic Leave Pool Agreement

## **CATASTROPHIC LEAVE POOL AGREEMENT**

The purpose of the Catastrophic Leave Pool is to enable regular employees to receive and donate vacation and compensatory time off (CTO) leave credits to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family as defined in Personnel Rules 2.36.

The following conditions shall apply to Catastrophic Leave:

1. Catastrophic leave refers to a leave of absence related to the serious health condition of a regular employee and is available to such regular employees (or immediate family member) if that employee has exhausted all paid leave through bona fide serious illness or accident.
2. The leave pool shall be administered by the Human Resources Department.
3. Donations may be made between bargaining units if mutually agreed upon by the respective units and the County.
4. Employees must be in regular appointed positions to be eligible for catastrophic leave.
5. The employee may be on disability benefits and use the leave pool credits in the same manner that sick leave is used to supplement disability benefits.
6. All donations are to be confidential, between the donating employee and the Auditor-Controller.
7. Employees donating to the pool must have forty (40) hours of vacation available after making a donation.
8. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation.
9. Donations will be subject to applicable laws.
10. The availability of Catastrophic Leave shall not delay or prevent the County from taking action to medically separate or disability retire an employee.
11. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidence by a physician's statement that the presence of the employee is necessary.
12. Catastrophic leave ends upon an employee's return to the regular work schedule. If additional leave and donations are needed after the employee is returned to the regular schedule, a new application must be submitted.

13. If an employee is returned to work on a part-time schedule and donations still exist for that individual, the employee may request approval from the appointing authority to continue catastrophic leave on an intermittent basis. If approved, the appointing authority must submit notification to the payroll division of the employee's department that intermittent use is authorized.

# ATTACHMENT D

## Family Medical and Leave Policy

## 12.2.1 FAMILY CARE AND MEDICAL LEAVE

### General Policy

Under provisions of the California Family Rights Act (CFRA), CCR Section 825 and the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. Section 2601 et seq., Butte County may grant Family Care and Medical Leave (FCML) to a qualifying employee, provided the employee has worked for Butte County for a minimum of 12 months, and has worked at least 1,250 hours in the 12-month period immediately preceding the date the leave begins. Leave may be taken under this policy for up to 12 workweeks in a 12-month period (leave year) for family care and medical leave. Requests for leave in excess of 12 workweeks whether in a paid or unpaid status shall be reviewed on an individual basis relative to the needs of the employee and the needs of the department. The 12-week allowance provided per year is calculated on a calendar year basis commencing the first day that qualifying leave is taken. FMLA and CFRA run concurrently, except in the case of pregnancy disability (discussed further under coordination of PDL, FMLA AND CFRA leaves).

Under allowable circumstances, a department head may grant FMLA to a key employee but refuse reinstatement if it will cause the department substantial and grievous economic injury. In this situation, however, the department head must notify the employee in writing at the time him or her requests or commences the leave (whichever is earlier) that he or she qualifies as a key employee and what the potential consequences are with respect to reinstatement.

Except where the law authorizes a different result, an employee who complies with the provisions of this policy will be guaranteed reemployment upon expiration of an approved leave. The employee will be reemployed in the same or an equivalent position as that which he or she occupied when the leave commenced. An employee who takes a leave because of his or her own serious health condition must provide a medical certification prior to returning to work, which verifies that he or she is able to return to work in the same manner as employees who return from other types of medical leave. If an employee fails to return for work immediately after the expiration of the approved leave period, and unless an extension has been requested and granted, the employee may be considered to have voluntarily separated from the employer's employ. However, consideration may be given to sufficient documentation, which demonstrates both the employee's need for the extended leave and an inability by the employee to have properly notified the employer of the need.

Leave granted under this policy for part-time employees shall be calculated on a pro-rata basis in accordance with their regular work schedule. For those occupying positions with irregular hours, the average workweek shall be determined by taking an average of the hours worked per week over the previous three-month period.

Upon receipt of a request by an employee for FCML, the department head shall immediately forward such notice to the Director – Human Resources. The Director –

Human Resources shall have full authority to approve such requests in accordance with the provisions of this policy.

### Definitions

For purposes of this policy, the following definitions shall apply:

1. “*California Family Rights Act*” (CFRA) means leave may be taken for any of the following reasons:
  - a. For the birth of a child for purposes of bonding;
  - b. For the placement of a child in the employee’s family for adoption or foster care;
  - c. To care for the serious health condition of the employee’s child, parent, spouse, or registered domestic partner;
  - d. For the employee’s own serious health condition.
  
2. “*Certification*” means a written communication from the health care provider verifying that the employee is unable to work due to his/her serious health condition or that of his/her immediate family member.
  
3. “*Child*” means a biological, adopted, or foster child, stepchild, or legal ward of the employee, or a child of a person standing in loco parentis who is either:
  - a. Under eighteen years of age;
  - b. 18 years or older who is incapable of self-care because of a mental or physical disability;
  - c. An adult child, as approved by the Human Resource Director with evidence provided by the employee that he or she is the only individual available to provide the required care.
  
4. “*Employer*” means the County of Butte.
  
5. “*Family and Medical Leave Act*” (FMLA) means leave may be taken for any of the following reasons:
  - a. To care for the employee’s child after birth, or placement for adoption or foster care. (Leave for this reason must be taken within the 12-month period following the child’s birth or placement with the employee);
  - b. To care for an immediate family member who has a serious health condition;
  - c. For a serious health condition of the employee which prevents him or her from being able to perform the essential functions of his or her position. This includes pregnancy, childbirth or a related medical condition, which are considered serious health conditions under FMLA.
  
6. “*Employment in the same or an equivalent position*” means employment in a position

that has the same or similar duties and pay, which can be performed at the same or similar geographic location as the position held prior to the leave.

7. “*Health care provider*” means an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon who directly treats or supervises the treatment of the serious health condition, or any other person determined by 29 CFR 825.800 to be capable of providing health care services under the federal Family and Medical Leave Act.
8. “*Immediate Family*” means spouse; registered domestic partner; natural, step, or legal child or parent; brother; sister; grandchild; grandparent; mother-in-law and father-in-law, brother-in-law, sister-in-law.
9. “*Key Employee*” means an employee whose salary is in the top 10% of paid employees, either at the work location or within a 75-mile radius of the work location.
10. “*Leave Year*” means 12 weeks of leave allowed under FMLA/CFRA and is calculated on the calendar year, January-December of each year.
11. “*Parent*” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
12. “*Serious health condition*” means an illness, injury, impairment, or physical or mental condition that involves provisions as set forth in 29 CFR 825.114 including either of the following:
  - a. Inpatient care in a hospital, hospice, or residential care facility;
  - b. Any period of incapacity requiring absence from work for more than three consecutive calendar days (including a subsequent treatment or incapacity relating to the same condition) that also involves:
    - 1) Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or
    - 2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

#### Required Notice and Medical Certification

When the Human Resources Department is notified by the employee’s department that an employee has been absent for more than three consecutive calendar days, the employee shall be put on provisional FMLA/CFRA pending final determination of eligibility. Certification from the employee’s treating medical care provider must be provided to the

Human Resource Department within 15 days following notification of provisional FMLA/CFRA status, in order to continue to be covered under this provision.

If the employee's need for leave under this policy is foreseeable, the requesting employee shall provide his or her department head with reasonable advance notice at least 30 days advance notice in writing of the need for leave. If the employee's need for leave is foreseeable, reasonable effort should be made to schedule the treatment to avoid disruption to the operations of the employer. If the employee's need for leave is not foreseeable, the requesting employee must provide notice as soon as practicable.

An employee's request for leave to care for an immediate family member, who has a serious health condition, shall be supported by a certification issued by the health care provider of the individual requiring care. Failure to provide such certification shall result in the denial of the requested leave. Certification shall be considered sufficient if it includes all of the following:

- a. The date on which the serious health condition commenced,
- b. The probable duration of the condition,
- c. An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care,
- d. A statement that the serious health condition warrants the participation of the employee to provide care during a period of the treatment or supervision of the individual requiring care.

If additional leave is required, on or before the expiration date of the time estimated by the health care provider, the employee shall be required to obtain recertification and shall be required to provide said recertification to the employer.

An employee's request for leave because of the employee's own serious health condition shall be supported by a certification issued by his or her health care provider. Failure to provide such certification shall result in the denial of the requested leave. Certification shall be considered sufficient if it includes all of the following (CFR 825.311):

- a. The date on which the serious health condition commenced.
- b. The probable duration of the condition.
- c. A statement that, due to the serious health condition, the employee is unable to perform the essential functions of his/her position.

If additional leave is required, on or before the expiration date of the time estimated by the health care provider, the employee shall be required to obtain recertification regarding the employee's serious health condition and to provide said recertification to the employer.

As a condition of the employee's return from leave taken because of the employee's own serious health condition, the employer shall require the employee to obtain a fitness for duty certification from his or her health care provider, at the employee's expense, that the employee is able to resume work (CFR 825.310).

In any case in which the employer has reason to doubt the validity of the medical certification provided by the employee for the employee's own serious health condition, the employer may require, at the employer's expense, that the employee obtain the opinion of a second health care provider designated or approved by the employer concerning any information certified. In any case in which the second opinion described above differs from the opinion in the original certification, the employer may require, at the employer's expense, that the employee obtain the opinion of a third health care provider. The third health care provider must be approved by the employer and the employee; the decision of the third health care provider shall be final and binding.

#### Intermittent or Reduced Leave

Leave may be taken intermittently or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of the employee's own serious health condition when medically necessary, and will be counted towards the employee's 12 week FCML leave.

#### Coordination of leave accruals while on FMLA/CFRA

An employee taking leave under the FCML policy shall be required to exhaust all sick leave prior to being authorized to take unpaid leave. All leave taken in coordination with FCML is computed toward the total 12-week allowance per year under FCML.

#### Effect on benefits while on FMLA/CFRA

##### *Paid Leave*

During any period that the eligible employee takes paid leave under the provisions of this policy, the employer shall continue to pay the "employer" portion of the medical, dental, and vision insurance premiums; provided, however, that said employee was eligible for such county paid benefit prior to taking FCML. An employee shall continue to participate in and accrue benefits during any portion of the leave in which the employee remains in a paid status.

##### *Unpaid Leave*

During any period that an eligible employee takes unpaid leave under the provisions of this policy, the employer shall continue to pay the "employer" portion of the medical, dental, and vision insurance premiums; the employee, however, shall be responsible for continued payment of the employee portion of medical, dental and vision insurance premiums, provided that said employee was eligible for such benefits prior to taking FCML. Coordination of payment of the employee portion of the medical, dental and vision insurance payments is made through the Butte County Auditors office. The employee shall retain employee status with the employer, and the unpaid leave shall not constitute a break in service for purposes of longevity or seniority.

Return to work from FMLA/CFRA

The use of authorized FMLA/CFRA shall not result in the loss of any benefit accrued prior to the start of the FCML, with the exception of any accrued leave used in conjunction with the approved leave. During approved family care and medical leave, the employee shall retain employee status with the employer, and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or employee benefit plan.

The provisions of Personnel Rules Section 7.2.1 shall apply to this policy with regard to probationary extensions due to unpaid absences. If an employee qualifies for and takes unpaid leave in excess of two full and consecutive pay periods for a qualifying purpose under FCML, the anniversary date and any associated merit increase shall be extended. The minimum amount of time that a probationary period may be extended under this policy is two full and consecutive pay periods with the understanding that an extension of probation is calculated in biweekly increments. Any increases to pay or change in benefits which are not dependent upon seniority accrual during the leave period will be made effective upon the employee's return to paid status.

**COORDINATION OF PAID FAMILY LEAVE/FMLA/CFRA/PDL**

Paid Family Leave. Paid Family Leave is a component of the State Disability Insurance and is administered by the State Employment Development Department's Disability Insurance Branch. A claim with the State Employment Development Department may be filed for time taken to:

- To care for a seriously ill child, spouse, parent, or registered domestic partner;
- To bond with the employee's new child or the new child of the employee's registered domestic partner; or
- To bond with a child in connection with the adoption or foster care placement of the child with the employee or the employee's registered domestic partner.

Employees entitled to leave under the Family Medical Leave Act and/or the California Family Rights Act must take Paid Family Leave concurrent with the leave taken under those acts. Eligibility requirements for Paid Family Leave shall be as set forth in the Unemployment Insurance Code

In order to remain in compensated status with the County during either the 7 day waiting period or during PFL, employees must use appropriate accrued leave pursuant to the Personnel rules and relevant MOU provisions.

Additionally, qualifying employees may choose to integrate State Disability Insurance (SDI) with PFL at the onset of the disability.

*FMLA and CFRA*

Leave provided under the County's FCML policy shall run concurrently with leave taken pursuant to the FMLA and the CFRA (including leave taken intermittently), except for

any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical leave exceeding twelve workweeks in a twelve month period.

*FMLA, CFRA and Worker's Compensation Leave*

Leaves of absence taken due to a work related injury or illness qualify under this policy. The rules for coordination of benefits for leave of this nature is the same as that for other qualifying leaves under this policy.

*PDL, FMLA and CFRA*

Leaves related to medical disability due to pregnancy, childbirth or other related medical conditions are governed by three separate laws.

- a. Pregnancy Disability Act. Under the California Fair Employment and Housing Act, if an employee is disabled due to pregnancy, childbirth or a related medical condition, she is eligible for Pregnancy Disability Leave (PDL). PDL provides up to four months of time off for a pregnancy related disability. Medically approved leave may be taken consecutively or intermittently for the four-month period. PDL provides job protection for the employee but does not pay medical benefits. An employee may be eligible for PDL even if she doesn't meet the qualifications for FMLA/CFRA.
- b. Family and Medical Leave Act. The Federal Family and Medical Leave Act (FMLA) regulations define pregnancy, childbirth and related medical conditions to be a "serious health condition." FMLA runs concurrently with the four months of PDL for up to 12 weeks if the pregnancy disability lasts for the full 12 weeks of allotted FMLA leave. During the FMLA the employer's portion of medical, dental and vision premium payments will continue to be made. The employee's portion of payments for medical benefits will be paid out of the employee's paycheck if the employee is in paid status. If the employee is in non-paid status, he/she will have to make arrangements to pay his/her portion of the premiums to the Auditor's office.

When an employee and his/her spouse, or registered domestic partner, are both employed by Butte County, a combined total of 12 workweeks is allowed for family leave for the birth or placement of a child for adoption or foster care under CFRA/FMLA

- c. California Family Rights Act. The California Family Rights Act (CFRA) eligibility provides for bonding after the birth of a baby. CFRA does not start until the mother is released from pregnancy disability by her doctor. If an employee has not used the full 12 weeks of FMLA, it will run concurrently with CFRA. An employee must qualify for FMLA when their pregnancy leave first begins in order to qualify for CFRA. CFRA also provides for continuation of the employer portion of the health, vision and dental benefits for the 12 week period. If an employee uses her full 12 week entitlement of continuation of health care benefits during the FMLA/PDL leave and then takes the CFRA after the birth of

her child to bond, the County is not required to pay her health benefits during the CFRA leave. If an employee has exhausted her PDL/FMLA leave prior to the birth of her baby then CFRA will be started on the date her PDL runs out.

The total amount of time available for coordination of PDL, FMLA and CFRA for pregnancy disability leave is four months and 12 weeks.

#### Medical Certification - Pregnancy Disability Leave

“Certification” for this purpose means a written communication from the health care provider of the employee that either the employee is disabled due to pregnancy or that it is medically advisable for the employee to be transferred to less strenuous or hazardous duties (DFEH reg. Section 7291.2).

The certification indicating disability necessitating a leave should contain:

- a. The date on which the employee became disabled due to pregnancy;
- b. The probable duration of the period or periods of disability, and
- c. An explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

If an employee must cease work prior to delivery, a medical certification of disability is required at that time and after delivery. (A pre-delivery statement of disability does not apply once delivery has occurred since the medical circumstances have changed.) For employees on FMLA designated leave, the medical information is required in order to know when pregnancy disability has ended and the 12-week CFRA leave entitlement begins.

#### Provisions Not Addressed in This Policy

For provisions not addressed herein, the provisions of FMLA, CFRA, PDL shall be controlling.

#### No Reprisal

In any inquiry or proceeding related to rights guaranteed under this policy, Butte County shall not discharge, fine, suspend, expel, discriminate against, or refuse to hire, any individual because of an individual’s sole exercise of the right to family care and medical leave; or for an individual’s giving information or testimony as to his/her own family care and medical leave, or another person’s family care and medical leave.