SIDE LETTER AGREEMENT BETWEEN
THE COUNTY OF BUTTE (COUNTY)
AND
THE BUTTE COUNTY DEPUTY SHERIFF'S ASSOCIATION-MANAGEMENT & SUPERVISORY UNIT (ASSOCIATION)

Whereas, the County of Butte (County) and Deputy Sheriff's Association-Management & Supervisory Unit (Association) desire to resolve multiple pending issues related to the following:

- Adding Basic POST Certificate Pay (5%) classifications to section 9.02 of the MOU.
- Modification to the County Personnel Rules to reflect a change in the 12-month measurement period to establish FMLA/CFRA entitlement.

NOW THEREFORE, County and Association hereby agree to the following terms and conditions related to the issues referenced above:

1. **BASIC POST CERTIFICATE PAY**

Section 9.02 of the MOU provides for additional compensation for possessing certain certifications. County and Association to add the following language to section 9.02 of the MOU:

Basic POST Certificate. Employees in the classifications of Investigative Lieutenant, Sheriff's Captain, and Sheriff's Lieutenant possessing the Basic POST Certificate, shall receive five (5%) percent.

The effective date of this change will be the beginning of the first full pay period following ratification of this side letter by the Butte County Board of Supervisors.

Section 9.09 of the MOU states the following:

Incentive Pay Cap. *Effective the pay period that begins June 25, 2011, an employee may not earn more than fifteen and one half percent (15.5%) of base salary at any time through*

any combination of incentive pays irrespective of the cumulative total value of the individual incentive pays described elsewhere in this MOU.

County and Association hereby agree amend section 9.09 of the MOU to state the following:

> ***Incentive Pay Cap.*** *Effective the beginning of the first full pay period following ratification of this side letter by the Butte County Board of Supervisors, an employee may not earn more than twenty and one half percent (20.5%) of base salary at any time through any combination of incentive pays irrespective of the cumulative total value of the individual incentive pays described elsewhere in this MOU.*

The effective date of these change will be the beginning of the first full pay period following ratification of this side letter by the Butte County Board of Supervisors.

2. CHANGE IN FMLA/CFRA METHODOLOGY

County and Association agree to move from a calendar year qualifying period to a rolling 12-month period measured backward from the date an employee uses any FMLA and/or CFRA leave. Under the "rolling" 12-month period, each time an employee takes FMLA/CFRA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

This Side Letter Agreement identifies those articles, sections, and subsections of the Memorandum of Understanding between the County and the Association that the parties have mutually agreed to revise. All other terms of the Memorandum of Understanding remain in full force and effect.

FOR THE COUNTY OF BUTTE

Pamela Knorr
Human Resources Director

Date: 10/13/17

FOR DSA

Jason Wines
DSA Representative

Date: 10/13/17

Bill Connelly
Butte County Board of Supervisors, Chair

Date: 10/24/2017

MEMORANDUM OF UNDERSTANDING

2016-2019

BETWEEN THE COUNTY OF BUTTE
AND
BUTTE COUNTY DEPUTY SHERIFF'S ASSOCATION-
MANAGEMENT & SUPERVISORY UNIT

BUTTE COUNTY
DEPUTY SHERIFF'S ASSOCIATION
MEMORANDUM OF UNDERSTANDING – MANAGEMENT AND SUPERVISORY UNIT

December 6, 2016 through November 30, 2019

1.00 RECOGNITION 1

2.00 MANAGEMENT RIGHTS 1

3.00 ASSOCIATION SECURITY 1
- 3.01 MAINTENANCE OF MEMBERSHIP 2

4.00 ASSOCIATION RIGHTS 2
- 4.01 EMPLOYEE ACCESS 2
- 4.02 BULLETIN BOARDS 3
- 4.03 USE OF FACILITIES 3
- 4.04 INTERNAL COMMUNICATIONS 3
- 4.05 NEW CLASSIFICATIONS 3
- 4.06 ASSOCIATION RELEASE TIME BANK 4

5.00 ASSOCIATION REPRESENTATIVES 4

6.00 NO-STRIKE CLAUSE 5

7.00 NON-DISCRIMINATION 5

8.00 SAFETY 5
- 8.01 SAFE WORKING CONDITIONS 5
- 8.02 COUNTY SAFETY COMMITTEE 6
- 8.03 FIREARMS 6

9.00 COMPENSATION 6
- 9.01 SALARY 6
- 9.02 POST CERTIFICATION PAY 6
- 9.03 SHIFT DIFFERENTIAL 6
- 9.04 BILINGUAL PAY DIFFERENTIAL (BILINGUAL PREMIUM) 7
- 9.05 TEMPORARY ASSIGNMENT IN HIGHER PAID CLASSIFICATION (TEMPORARY UPGRADE) 7
- 9.06 OUT OF SEQUENCE MERIT ADVANCEMENT 7
- 9.07 PROMOTION PRIOR TO MERIT INCREASE 7
- 9.08 EDUCATION INCENTIVE 7
- 9.09 INCENTIVE PAY CAP 7
- 9.10 CELL PHONE STIPEND 8

10.00 RETIREMENT 8
- 10.01 RETIREMENT PLAN 8
- 10.02 RETIREMENT CONTRIBUTION 9
- 10.03 RETIREMENT CREDIT FOR SICK LEAVE 10

11.00 OVERTIME 10
- 11.01 WORK HOURS 10
- 11.02 ADMINISTRATIVE LEAVE IN LIEU OF OVERTIME 11
- 11.03 SALARIED EMPLOYEE LEAVE 11

12.00 MEALS AND EXPENSES 11
- 12.01 PROFESSIONAL ORGANIZATIONS FEE REIMBURSEMENT 11
- 12.02 EXPENSE REIMBURSEMENT 12
- 12.03 MEAL REIMBURSEMENTS 12
- 12.04 TUITION REIMBURSEMENT 12

13.00 SICK LEAVE **12**
13.01 LATERAL TRANSFERS 12
13.02 BEREAVEMENT LEAVE 12
13.03 FAMILY CARE AND MEDICAL LEAVE 12
13.04 PAID ADMINISTRATIVE LEAVE 12

14.00 HEALTH PLAN **13**
14.01 EMPLOYEE HEALTH PLAN ELIGIBILITY 13
14.02 DESCRIPTION 13
14.03 PARTICIPATION LEVELS 14
14.04 ADMINISTRATION 15
14.05 RETIRED EMPLOYEE OPTIONS 16
14.06 BENEFIT PLAN REVIEW COMMITTEE 17

15.00 OUTSIDE EMPLOYMENT **18**
15.01 AUTHORIZATION 18
15.02 RESTRICTED ACTIVITIES 18

16.00 HOLIDAYS **18**
16.01 DESIGNATED HOLIDAYS 18
16.02 HOLIDAY ACCRUAL 19
16.03 HOLIDAY COMPENSATION 19

17.00 SENIORITY AND LAYOFF PROVISIONS **19**

18.00 VACATION LEAVE **19**
18.01 VACATION PAYOUT 19
18.02 LATERAL TRANSFERS 19
18.03 VACATION BUY-BACK 19

19.00 DISCIPLINARY ACTION **19**
19.01 RIGHT TO REPRESENTATION 19
19.02 NOTICE TO THE UNION 20
19.03 APPEAL OF DISCIPLINARY ACTION 20
19.04 DEFINITION OF DISCIPLINE 20
19.05 ORAL AND WRITTEN REPRIMAND AND EVALUATION 20
19.06 PRE-DISCIPLINARY NOTICE 20
19.07 PRE-DISCIPLINARY HEARING 21

20.00 GRIEVANCE PROCEDURE **21**
20.01 INTENT 21
20.02 DEFINITION AND SCOPE OF GRIEVANCE 21
20.03 GRIEVANCE PROCEDURE STEPS 21
20.04 CONSISTENT AWARDS 24
20.05 ADMINISTRATION OF THE GRIEVANCE PROCEDURE. 24
20.06 ASSOCIATION/UNION'S STANDING TO GRIEVE 25

21.00 EMPLOYEE ASSISTANCE PROGRAM **26**

22.00 CATASTROPHIC LEAVE **26**

23.00 VEHICLE STANDARDS **26**

24.00 PAST PRACTICES **26**

25.00 SIDE LETTERS **26**

26.00 UNIFORM POLICY **26**

27.00 CLASSIFICATION/COMPENSATION STUDY **27**

28.00 PERSONNEL RULES **27**

29.00 TRAVEL POLICY **27**

30.00 DISABILITY INSURANCE 27
31.00 FULL AGREEMENT 27
32.00 TERMS OF AGREEMENT 28
ATTACHMENT A: SALARY SCHEDULE 30
ATTACHMENT B-1: RELEASE TIME BANK PROCEDURE 31
ATTACHMENT B-2: RELEASE TIME BANK FORM 33
EXHIBIT I: FLEX BENEFIT OPTIONS 35

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF BUTTE
AND
BUTTE COUNTY DEPUTY SHERIFFS' ASSOCIATION
MANAGEMENT AND SUPERVISORY UNIT

Pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et seq. of the California Government Code and Chapter 10 of the Butte County Personnel Rules and Regulations, representatives of the County of Butte, hereafter called "County," and the Butte County Deputy Sheriff's Association, hereafter called "Association," have "met and conferred" concerning the subject of wages, hours and working conditions for law enforcement employees in the Management-Supervisory 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 Association. This Memorandum of Understanding is effective upon adoption by the Board of Supervisors and continues through November 30, 2019. It is agreed as follows:

1.00 RECOGNITION

The County recognizes the Association as the exclusive representative for employees designated in the Management-Supervisory Unit of law enforcement employees pursuant to Section 3500 et seq. of the California Government Code and the County Employer/Employee Relations Policy set forth in Chapter 10 of the Butte County Personnel Rules. The Unit consists of employees in the classifications shown in Attachment 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 right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and 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 the 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 ASSOCIATION SECURITY

The Director-Human Resources shall provide the Association a payroll deduction for each member of the Association who has provided a written authorization to the Director-Human Resources for such deduction. The authorization form shall be prepared by the Association and shall include sufficient information to permit the member to understand clearly the amount and purpose of the deduction and to permit the Director-Human

Resources to have a legal record authorizing such deduction. Changes in deduction, additions or deletions, will be done by written authorization signed by the member. Authorizations for deductions must be received by the Human Resources Department at least two weeks before the end of the pay period in which the deduction is to be made. The Director-Human Resources will not make retroactive payroll deductions for the purposes specified in this section.

3.01 Maintenance of Membership

a. Association membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Association member, or becomes an Association member shall continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this agreement. Any new employee covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Association, shall be subject to the same terms of continued membership as employees above.

b. Every employee who is a member of the Association shall have the right to withdraw from membership during the last twenty (20) days of this agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.

c. Upon return from leaves of absence, the County shall reinstate the payroll deduction of Association dues for those employees who are on dues check-off immediately prior to taking leave, provided that the employee has not authorized cancellation of dues check-off in accordance with the prescribed provision or the agreement under which they were a member has not expired.

d. Enforcement of this section shall be the responsibility of the Association, utilizing appropriate civil procedures. The Association shall indemnify and hold the County harmless from any and all claims, demands or suits, or any other action arising from this section. The County may select and utilize attorneys of its choice at Union expense concerning any matter arising under these Association Security Sections 3.00-3.01 if the parties implement mandatory agency fees dues deductions.

4.00 ASSOCIATION RIGHTS

4.01 Employee Access. The Association representatives shall have access to employees within the Unit during the employee's normal working hours only for the purpose of assisting the member with a formal grievance or appeal against the County when such assistance is requested by the employee.

4.02 **Bulletin Boards**. The Association will have access to a portion of the departmental bulletin boards designated by the appointing authority for the purpose of publishing meeting announcements and other organization notices.

The Association agrees that notices posted on bulletin boards shall not contain anything that may be construed as maligning and/or derogatory to the County or its representatives. Informational materials only may be posted. No derogatory, inflammatory or political materials may be posted.

Material posted shall not contain personal attacks on any County official or employee, any material that constitutes harassment, discrimination or retaliation based on race, gender, ethnicity, religion or other statutorily or constitutionally impermissible basis, as well as any pornographic or obscene material.

The County reserves the right to remove any material posted in violation of this section, and any County decision to do so is not grievable.

4.03 **Use of Facilities**. The Association may, with prior approval of the appointing authority responsible for a County facility, utilize meeting rooms to assemble members during off-duty hours.

4.04 **Internal Communications**. The Association shall, to the extent practical, have access to the County courier service and internal delivery of correspondence between the Association and members, provided that such correspondence is limited to matters of employer/employee relations and does not involve internal employee organization business such as soliciting memberships, campaigning for office and elections.

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 which will include that information that is required by law. (Currently includes a list of members, employee identification number, department, classification, hire date and home address-unless such information is otherwise confidential). 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).

4.05 **New Classifications**. The Association shall be advised in advance of any new position or classification to be created or changed in any way and afforded a full and complete opportunity to meet and confer with the County relative to negotiable matters relating to said positions or classifications. The County and the Association may meet and confer if necessary regarding any matters within the scope of representation concerning 1) any County change to an existing job classification or 2) County adoption of a new job classification. The Association shall be provided the following information if available at the time of notification from the County:

- The proposed job specification;
- Current job specification;
- The proposed salary;
- Current salary and
- Organizational Chart including position.

The Association's bargaining team shall normally be limited to three representatives, including paid staff, unless otherwise agreed by the parties.

4.06 Association Release Time Bank

Time Bank: Association members may donate vacation time, holiday time, and compensatory time off to an Association "time bank" under the following guidelines:

1. Only Association officers or bargaining team members may draw from the bank.

2. Requests to use time from the bank must be made reasonably in advance of the use and approval is subject to the operational necessity of the department. Further, the County is not required to grant time bank usage if to do so would result in overtime.

3. Time may be used for:

   a. Bargaining preparation.
   b. Association meetings.
   c. PORAC related meetings.
   d. Releasing an employee representative to assist a member at the formal steps of the disciplinary and grievance procedures.

4. Except for disciplinary and grievance appeal meeting, the maximum hours of time bank use shall be forty (40) hours per calendar year, per individual. The County and Association have agreed upon the methodology for administering the time bank as set forth in Attachments B-1 and B-2.

5.00 ASSOCIATION REPRESENTATIVES

The Association shall be allowed to designate up to two (2) employees within the unit to serve as representatives to negotiate with the County. The Association shall provide the Director of Human Resources with the name, classification and department assigned of each of the negotiators. Should any changes or alternate be appointed after the original list is established, the Association shall advise the Director of Human Resources immediately. Employees designated as unit 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 representative 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.

6.00 NO-STRIKE CLAUSE

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of the County of Butte. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any concerted work stoppage, slowdown, or boycott picketing (herein collectively referred to as a work stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any work stoppage during the term of this Memorandum of Understanding, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the County. If in the event of any work stoppage the Association promptly and in good faith performs the obligations of this paragraph, and providing that the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for damages caused by the violation of this provision; however, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity, herein prohibited and the County shall also have the right to seek full legal redress including damages against the employee. The County shall engage in no lockout of employees covered by this memorandum for the term of this Memorandum of Understanding.

7.00 NON-DISCRIMINATION

Neither the County nor the Association shall discriminate (except as allowed by law) against any worker because of race, age, sex, color, disability, creed, national origin, religion, union affiliation or the right of workers to join or refuse to join the Association. In addition, the County and Association agree to cooperate to achieve equitable representation of women and minorities at all occupational levels within the County Merit System.

8.00 SAFETY

8.01 Safe Working Conditions. When an employee has reason to believe a work assignment is in an unsafe work area or involves unsafe equipment, the employee shall report the problem to the immediate supervisor and may refuse to work in the area or use the equipment until it has been inspected by the supervisor. Should the supervisor, after such inspection, order the employee to

work, the employee shall do so unless the employee believes, within reason, the work environment to be unsafe. In such instances, the employee may request the department head or assistant department head to inspect the work area. The employee will be assigned other work until the inspection is made. The decision of the department head is final. Nothing herein shall be deemed to waive the employee's rights under CAL-OSHA.

8.02 **Firearms**. The Association hereby indicates its acceptance of the County's firearm policy for applicable classifications.

9.00 COMPENSATION

9.01 **Salary.** All wages in the salary/step schedule for represented classifications shall be increased by five percent (5%) effective December 3, 2016. All wages in the salary/step schedule for represented classifications shall be increased by an additional three percent (3%) effective December 2, 2017. All wages in the salary/step schedule for represented classifications shall be increased by an additional four percent (4%) effective December 1, 2018.

9.02 **POST Certification Pay**

The payment of any or all POST Certification pay will be implemented the first pay period following the submission of required documentation to the Human Resources Department.

Intermediate POST Certificate. Effective the pay period that begins June 25, 2011 employees possessing the Intermediate POST Certificate shall receive three and a half percent (3.5%).

Advanced POST Certificate. Employees possessing the Advanced POST Certificate shall receive an additional four and a half (4.5%) percent.

Supervisory POST Certificate. Employees possessing a Supervisory POST Certificate shall receive an additional two and half (2.5%) percent.

Management POST. Employees possessing a Management POST Certificate shall receive an additional two and a half (2.5%) percent.

9.03 **Shift Differential**. Employees required as part of a regular work schedule, to work a majority of their shift between the hours of 5:00 p.m. and 7:00 a.m. shall receive in addition to regular pay One Dollar ($1.00) for each hour of the shift worked as shift differential compensation. 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 compensation 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. This assignment will also apply to temporary shift assignment

(non-overtime hours) because of operational need (i.e. emergency flood assignment).

9.04 **Bilingual Pay Differential (Bilingual Premium).** 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 job duties, a bilingual differential shall be paid at a rate $80.00 per pay period worked, calculated on an hourly basis or portion thereof. Authorized time off of less than four weeks shall not affect the calculation of bi-lingual pay (approved vacation of any length shall not affect the calculation of bilingual pay). Extra help shall not be eligible to receive the bilingual pay differential.

9.05 **Temporary Assignment in Higher Paid Classification (Temporary Upgrade).** Whenever an employee is assigned in writing by their supervisor or acting supervisor to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than twelve (12) cumulative working days in a fiscal year, the employee shall be entitled to be compensated with an additional five percent (5%) over their current rate of pay beginning with the thirteenth (13th) day of assignment. Compensation earned in said assignments shall only be reported to PERS as pensionable compensation as allowed by law. Current law allows this to be reported as pensionable compensation for Classic Members only (as defined by the Public Employees' Pension Reform Act (PEPRA)).

9.06 **Out of Sequence Merit Advancement.** In addition to the provisions of Personnel Rules, the following shall apply to members of this unit: The appointing authority may grant out of sequence merit advancements up to twice for an employee in a specific classification.

9.07 **Promotion Prior To Merit Increase.** An employee who is promoted within ninety (90) days prior to their merit date, will be granted an additional salary step increase beyond what is normally provided by Personnel Rules.

9.08 **Education Incentive.** An employee who completes a Bachelor of Arts (BA) or Bachelor of Science (BS) degree shall receive a two and one half percent (2.5%) incentive pay calculated on the employee's base wage effective the pay period including July 1, 2011. Employees hired prior to January 1, 2011 may qualify for this incentive if the employee has a degree no later than January 1, 2016. An employee hired after January 1, 2011 may qualify for this incentive if the employee obtains the degree within ten years of the beginning of employment at the County. An employee may not earn multiple education incentive for the multiples degrees and may not receive any education incentive pay if the employee's job requires a BA or BS.

9.09 **Incentive Pay Cap.** Effective the pay period that begins June 25, 2011, an employee may not earn more than fifteen and one half percent (15.5%) of base salary at any time through any combination of incentive pays irrespective of the

cumulative total value of the individual incentive pays described elsewhere in this MOU.

9.10 **Cell Phone Stipend.** Effective upon the ratification of this MOU, at the option of the employee and with appointing authority approval, employees may opt to receive a monthly cell phone stipend of seventy dollars ($70.00) for use of a privately owned cell phone to conduct County business. The County will cease the use of and payment for pagers.

10.00 RETIREMENT

10.01 **Retirement Plan**. Participation in the retirement plan shall be consistent with the requirements of the California Public Employees' Pension Reform Act of 2013 as it is currently enacted and as it is amended in the future, and its implementing regulations, referred to hereinafter collectively as "PEPRA". To the extent PEPRA conflicts with any provision of this Resolution, PEPRA will govern.

a. "New Members" - For purposes of this section "New Member" is defined by PEPRA to be any of the following (statutory reference is to the California Government Code):

(1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

(2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

(3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. For purposes of this subdivision, a change in employment between state entities or from one school employer to another shall not be considered as service with a new employer.

DSA-Management Unit employees who are "New Members", as defined above, are eligible to participate in the County retirement program as contracted through the California Public Employees' Retirement System ("PERS"). The retirement program is integrated with Social Security and the retirement benefit is based on the highest average annual compensation over a three-year period and the 2.7% @ 57 formula.

b. "Classic Members": For purposes of this section "Classic Member" is defined as a member who does not meet the definition of a "New Member" as defined by PEPRA. DSA-Management Unit employees who are "Classic Members", as defined above, are eligible to participate in the County retirement program as

contracted through the California Public Employees' Retirement System ("PERS"). The retirement program is integrated with Social Security and the retirement benefit is based on the highest single year of salary and on the 3% @ 50 formula.

10.02 <u>Retirement Contribution</u>

"Classic Members": Effective the pay period including January 1, 2013, DSA-General Unit members will pay on a pre-tax basis (to the extent allowed by law), nine percent (9%) of pensionable compensation for the employee share of his/her PERS pension.

- Effective the pay period following ratification of this Agreement or as soon thereafter as administratively feasible, Classic Members will contribute on a pre-tax basis (to the extent allowed by law), an additional one percent (1%) of pensionable compensation towards the employer's share of PERS pension (total employee contribution of 10%). Upon implementation, the County will work with CalPERS to process a PERS Contract Amendment, which would credit this additional contribution towards the employee's account.
- Effective December 2, 2017 or as soon thereafter as administratively feasible, Classic Members will contribute on a pre-tax basis (to the extent allowed by law), an additional one percent (1%) of pensionable compensation towards the employer's share of PERS pension (total employee contribution of 11%). Upon implementation, the County will work with CalPERS to process a PERS Contract Amendment, which would credit this contribution towards the employee's account.
- Effective the pay period including December 1, 2018 or as soon thereafter as administratively feasible, Classic Members will contribute on a pre-tax basis (to the extent allowed by law), an additional one percent (1%) of pensionable compensation for towards the employer's share of PERS pension (total employee contribution of 12%). Upon implementation, the County will work with CalPERS to process a PERS Contract Amendment, which would credit this contribution towards the employee's account.
- The parties mutually acknowledge that the additional employee contributions provided herein shall satisfy the provisions of Government Code section 20516.5.

"New Members": Effective the pay period including January 1, 2013, the DSA-General Unit members shall pay on a pre-tax basis (to the extent allowed by law), an amount that is equal to one half ($^1/_2$) the normal cost of his/hers PERS pension or the current contribution rate of similarly situated employees, whichever is greater.

- Effective the pay period following ratification of this Agreement or as soon thereafter as administratively feasible, New Members will contribute on a pre-tax basis (to the extent allowed by law), an additional one percent (1%) of pensionable compensation towards the employer's share of PERS pension. Upon implementation, the County will work with CalPERS to process a PERS Contract Amendment, which would credit this contribution towards the employee's account.

- Effective December 2, 2017 or as soon thereafter as administratively feasible, New Members will contribute on a pre-tax basis (to the extent allowed by law), an additional one percent (1%) of pensionable compensation towards the employer's share of PERS pension. Upon implementation, the County will work with CalPERS to process a PERS Contract Amendment, which would credit this contribution towards the employee's account.
- Effective December 1, 2018 or as soon thereafter as administratively feasible, New Members will contribute on a pre-tax basis (to the extent allowed by law), an additional one percent (1%) of pensionable compensation towards the employer's share of PERS pension. Upon implementation, the County will work with CalPERS to process a PERS Contract Amendment, which would credit this contribution towards the employee's account.

Parties agree to meet and confer over the ability to transition these additional contributions to the employee's share in 2018 (or as soon as permissible by law).

10.03 **Retirement Credit for Sick Leave**. An employee may, upon retirement from the County under PERS, use any sick leave accumulation in accordance with **one of the following** options:

1. Sick leave accumulation reported to PERS for service credit.

2. Sick leave conversion to purchase continued health, dental and vision coverage as outlined in Section 14.05. Any remaining sick leave after conversion to be reported to PERS as service credit.

3. 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 three thousand dollars ($3,000).

Employees must make their election when they retire and may not later change their election. Employee may not cash-out sick leave at retirement in combination with any of these three options.

11.00 OVERTIME

11.01 **Work Hours**. The normal hours of work are eighty (80) hours in each biweekly pay period. Positions 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. 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.

11.02 **Administrative Leave in Lieu of Overtime**. Unit employees are exempt from overtime. In lieu of overtime, unit employees shall receive seven (7) days of administrative leave per year credit at a rate of .2692 days per biweekly pay period. The maximum accrual of administrative leave shall be forty-four (44) days. In extraordinary circumstances, a department head may recommend to the Chief Administrative Officer who then may approve 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 on an hour for hour basis.

11.03 **Salaried Employee Leave**. Management employees, other than a management trainee, 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.

12.00 MEALS AND EXPENSES

12.01 **Professional Organizations Fee Reimbursement.** Subject to the approval of the Department Head, an employee may be reimbursed up to $30.00 for each professional fee as outlined below. Claims for fee reimbursement shall be submitted to the department pursuant to County policy. The following is a list of approved associations.

Organization

Calif. Homicide Invest. Assn.
Calif. DA Invest. Assn.
Calif. Welf. Fraud Inv. Assn.
Calif. Check Invest. Assn.
Calif. Check Enforcement Assn.
Calif. Coroners Assn.
Calif. Narcotics Assn.
Calif. Internal Affairs Assn.
Calif. Canine Officers Assn.
Calif. Law Enforcement Background
Investigation Assn.
Calif. Warrant Officers Assn.
Calif. Court Security Officers Assn.
Calif. Sexual Assault Investigators Association
Calif. Juvenile Officers Assn.
Calif. DARE Officers Assn.
International Assn. of Bomb Technicians
Airborne Law Enforcement Assn.
Law Enforcement Training Officers Assn.

Calif. Armed Rotary Assn.
Calif. Second-Hand Dealers Assn.
Calif. Cattle Theft Assn.
Calif. Corrections Assn.
Calif. Law Enf. Trng. Mgt. Assn.
No. Calif. Narcotics Assn.
Natl. Assn. of Search & Rescue

12.02 **Expense Reimbursement**. Employees shall receive meal reimbursements in accordance with the County's Travel Policy contained in the County of Butte Personnel Rules.

12.03 **Meal Reimbursements.** Employees shall receive meal reimbursements in accordance to the County's Travel Policy contained in the Personnel Rules.

12.04 **Tuition Reimbursement.** Upon written request of the employee and advance written approval of the Department Head, an employee enrolled in classes or courses accredited by the U.S Department of Education which are directly related to the employee's position shall be entitled to reimbursement of one half (1/2) of the cost of required instructional materials and/or tuition, upon proof of successful completion of the class or course, up to a maximum of $500 per fiscal year. This program is subject to available funds and not to be used in lieu of other County programs.

13.00 SICK LEAVE

Refer to the Personnel Rules.

13.01 **Lateral Transfers.** Individuals laterally transferring from an outside agency as a peace officer into a peace officer position with the Butte County Sheriff's Department or the District Attorney's Office may be provided 96 hours accrued sick leave at the time of hire in addition to the regular accruals. If hired into a less than full-time position, these accruals shall be calculated on a pro-rated basis.

13.02 **Bereavement Leave.** Refer to Personnel Rules.

13.03 **Family Care and Medical Leave.** Refer to Medical Leave Policy contained in the appendix of the Personnel Rules. During the term of the MOU, the parties agree to discuss changes to the Medical Leave Policy contained in the Personnel Rules.

13.04 **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.

In the event an employee is placed on Paid Administrative Leave, the employee's schedule may be changed, at the sole discretion of the Sheriff, District Attorney

or their designee, to Monday through Friday day shift, which traditionally is 5-8's, 4-10's or similar schedule. While in Paid Administrative Leave status, the employee shall remain available through his/her home telephone or cell phone during regular working hours, and is expected to respond to calls within one (1) hour of notification. Absent extraordinary circumstances, a failure to respond when called will constitute a violation of the directive that that the employee remain available during regular working hours, and may result in the employee being subjected to disciplinary action, up to and including termination from employment.

14.00 HEALTH PLAN

14.01 Employee Health Plan Eligibility. All regular employees assigned to a one-half (1/2) time or more position and the employee's dependents including registered domestic partners 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 provisions of the MOU with the appropriate bargaining unit and the contract limitations with the carrier. Coverage shall commence when the employee is eligible for coverage under CalPERS and the health plan carrier rules. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability. Regular employees assigned less than (1/2) one-half time and extra-help employees shall not be eligible for participation in the health plan.

14.02 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 Option "A" and Employee Option "B" as per Section 14.03. 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 medical premium option will be the default option and remain in effect until and/or unless changed by the employee.

The basic group term life insurance in the amount of Twenty Thousand ($20,000) Dollars will continue to be provided at County expense and will not be part of the Cafeteria Plan.

14.03 **Participation Levels.** Employees who elect Option A to participate in the County sponsored medical plan will receive the County health benefits flex contribution (as specified below) to be utilized to purchase their selected medical plan and cannot be cashed out. In the event that an employee selects a medical plan that results in an excess County contribution, that excess contribution will be deemed a non-health flex contribution that may be taken as taxable income or applied to pre-tax dental, vision or other alternative approved benefits. Should an employee decline County sponsored medical coverage, such employee will receive a cash-in-lieu payment if the employee complies with the requirements outlined in Option B below.

The County will pay to Employee's Flexible Benefit Account the following amounts for employees who election Option A:

- Employee Only $517.78
- Employee Plus One $976.30
- Family $1,262.41

The above amounts includes the PEMHCA minimum which is paid outside of the County's Section 125 plan.

Employees, regardless of medical plan participation status, are eligible to enroll in the County's dental and/or vision programs. Employee contributions for dental and vision will be deducted from employee's regular payroll on a pre-tax basis. Employees that have elected Option A 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.

Option B - FLEXIBLE BENEFIT OPTIONS

Employees who decline County sponsored medical coverage and elect Option B must provide the following in order to receive the cash-in-lieu:

(1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source of group health insurance (coverage not obtained in the individual market or through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and

(2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or

within 30 days after the start of the plan year. The opt-out payment cannot be made and the County will not in fact make payment if the County knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

Employees hired on or before December 31, 2013, will receive an employer flex credit monthly contribution of Four Hundred Three Dollars and Thirty-Four Cents ($403.34) per month for "employees" who elect and satisfy the requirements outlined above for Option B. Employees hired on or after January 1, 2014, will receive an employer flex credit monthly contribution to Two Hundred Dollars ($200) per month for employees who elect and satisfy the requirements outlined above for Option B.

Effective December 17, 2016, employees hired on or before December 31, 2013, will receive an employer flex credit contribution of one hundred eighty-six dollars and sixteen cents ($186.16) per pay period for "employees" who elect and satisfy the requirements outlined above for Option B. Employees hired on or after January 1, 2014, will receive an employer flex credit contribution to ninety-two dollars and thirty-one cents ($92.31) per pay period for employees who elect and satisfy the requirements outlined above for Option B.

Employees may elect a pre-tax deduction (through regular payroll or cash-in-lieu) to purchase any of the Flexible Benefit Options listed in the Flexible Benefits Options Exhibit. Should an employee receive cash-in-lieu that is not utilized for Flexible Benefit Options, the amount will be included as taxable income.

14.04 <u>Administration</u>

a) No benefits will be paid to employees in Option B until all requirements outlined in the Flexible Benefits – Option B section have been met

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, shall be entitled to participate in the County's Flexible Benefits Plan as set forth in 14.01 above.

This section does not affect part-time employees grandfathered into full-time benefit status under Section 14.01 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.

14.05 Retired Employee Options. Active 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, dental and vision benefit portion of the health plan by advising the Director of Human Resources and advancing the full health insurance premium permitted by law. The retiree's share of the premium for health benefits must be paid monthly and the premiums for vision and/or dental benefits must be paid quarterly for the employee (and dependents, if applicable).

Employees with ten (10) years or more of cumulative service with Butte County who, upon separation from employment, immediately retire under the provisions of the County's contract with the Public Employees' Retirement System shall be eligible for the health benefit coverage for themselves (employees only) to the age Medicare Supplemental Qualifying Age. Under the following conditions, PERS members subject to this Memorandum of Understanding shall be entitled to twelve (12) months of reimbursable health premiums immediately following retirement.

In addition, members are permitted as an option to the sick leave buy-back plan specified in Section 10.03 of this memorandum one of the following choices:

1) to receive one (1) month of reimbursable health only premium (employee only) for each day [8 hours] of sick leave on accrual at the date of retirement; or

2) to receive one (1) month of reimbursable health only premium for each two and one-half (2 1/2) days [20 hours] of accrued sick leave in excess of thirty (30) days accrued sick leave [240 hours] to cover both employee and spouse to Medicare Supplemental Qualifying Age; or

3) one (1) month of reimbursable health plan benefits (employee only) will be granted for each day (8 hours) of accrued sick leave until the sick leave credit is exhausted or the employee reaches the Medicare Supplemental Qualifying Age and one (1) month of reimbursable health plan benefits for each one and one-half days (12 hours) in excess of thirty (30) days (240 hours) accrued sick leave to cover employee's spouse until the sick leave credit is exhausted or spouse reaches Medicare Supplemental Qualifying Age. Enrollment of employee's spouse will be postponed until a date to be determined, but only if the spouse is eligible for enrollment to the health plan, effective that date, pursuant to the Health Insurance Portability and Accountability Act (HIPAA). This election is irrevocable and will revert to employee only coverage if employee's spouse is not eligible for enrollment on the effective date cited above pursuant to HIPAA. The sick leave originally allocated for the coverage of the employee's spouse shall be forfeited if the employee's spouse is not enrolled in the health plan on the effective date cited above. Rights to

continuation of health coverage above is in addition to any rights the employee is entitled to under COBRA.

Sick leave conversion at the time of retirement will be calculated at the Peace Officers Research Association of California (PORAC) plan rate, provided that the PORAC plan is one of the two (2) least expensive plans. Should the PORAC plan be more expensive than two or more other available plans, employees will be reimbursed at the level of the lowest cost plan. In no situation will an employee be reimbursed at a plan that has an employee only premium of $600/month or less or an individual deductible of $2,000 or greater. At the request of either party during the term of this Agreement, the parties agree to meet and confer in good faith concerning the County's potential use of an alternative administrator/provider in lieu of PERS Health. While nothing in this section shall be read to limit or restrict any rights, duties, or obligations of the parties relative to the administrator/provider, the County recognizes the DSA's current expressed desire to remain with PERS Health, particularly given the availability of the PORAC medical plan.

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 16.05.

After a retired member's death, the retiree's spouse may use remaining sick leave, subject to the provisions of this section, to purchase medical benefits if the retiree elected survivor benefits for the retiree's PERS retirement pension and any other applicable requirements. Under this provision, the spouse may purchase one month of medical benefits for one and one-half days of accrued sick leave up to age Medicare Supplemental Qualifying Age. Unused sick leave hours remaining upon a retiree's death, upon a retiree achieving age Medicare Supplemental Qualifying Age or upon a spouse achieving age Medicare Supplemental Qualifying Age may not be cashed-out or converted to another benefit.

14.06 **Benefit Plan Review Committee.** The County-wide Benefit Plan Review Committee shall consist of one employee representative and one alternate to be appointed by each bargaining unit and one representative to be appointed by the non-represented management employees. The Director of Human Resources shall also serve as a committee member. Upon the Committee's request, the County's benefits consultant, representatives from other health plans and the employee organizations will also attend meetings. No other individuals shall attend the Committee's meetings.

The Committee shall obtain necessary data and information on benefit issues. The Committee shall be advisory to the Board of Supervisors and the recognized labor organizations. The County and Association shall continue to explore possible expansion of flexible benefit programs through the Benefit Plan Review Committee. Decisions as to health insurance providers, County insurance contributions, etc., shall be determined through the meet and confer process between the County and the individual bargaining units.

During the term of this MOU, parties agree to meet and confer over changes to this section to develop a uniform definition of this committee that is consistent with all labor units. However, no changes shall be implemented without the consent of a majority of the represented bargaining units.

15.00 OUTSIDE EMPLOYMENT

15.01 Authorization. No regular full-time employee of the County shall engage in any occupation or outside activity, which is incompatible with County employment. Any employee who proposes to engage in an occupation or outside employment for compensation shall inform the appointing authority in advance of the nature of such employment. The appointing authority shall, after making a determination whether or not such employment is in conflict with County employment, approve or disapprove the employee's request for outside employment. A copy of the approval or disapproval shall be forwarded to the Director of Human Resources to be included in the employee's personnel file. Regular employees of any County department may be employed as extra-help employees in the same or any other County department, with the approval of all involved department heads and the Director of Human Resources. Hours worked as extra help shall not count for retirement purposes, seniority purposes or overtime computation purposes.

15.02 Restricted Activities. Law enforcement employees shall not engage in any illegal activities or any outside employment or business involving the sale of or distribution of alcoholic beverages, any investigative work for an attorney, insurance companies, bail bond agencies or individuals involved in criminal or civil actions. Employees failing to comply with this section may be subject to disciplinary action.

16.00 HOLIDAYS

16.01 Designated Holidays. The County and the DSA recognize and observe the following holidays as designated by the County's Personnel Rules:

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 Birthday	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.

16.02 **Holiday Accrual.** Each full time employee shall receive eight (8) hours credit for each of the holidays listed above.

16.03 **Holiday Compensation**. Regular employees required to work on a designated holiday or whose regularly scheduled day off falls on a designated holiday shall, accrue an equivalent number of holiday hours for future use. Effective July 1, 2014, once an employee has accrued 110 hours of holiday time, the employee will immediately be paid for any additional holiday hours at his/her regular rate of pay. Upon mutual agreement of the employee and County, employees may receive payment for holiday time in lieu of time off.

17.00 SENIORITY AND LAYOFF PROVISIONS

Refer to Layoff Policy in the Personnel Rules.

18.00 VACATION LEAVE

Refer to Personnel Rules.

18.01 **Vacation Payout**. Upon termination, employees shall be compensated for all unused vacation accrual and entitlement.

18.02 **Lateral Transfers.** Individuals laterally transferring from an outside agency as a peace officer into a peace officer position with the Butte County Sheriff's Department or District Attorney's Office may be provided two (2) weeks accrued vacation at the time of hire in addition to the regular accruals. Eligibility to use vacation accruals shall remain unchanged. If hired into a less than full-time position, these accruals shall be calculated on a pro-rated basis.

18.03 **Vacation Buy-Back.** Employees shall have the option of requesting pay in lieu of time off up to a maximum of 144 hours of vacation time each year, during each year of the contract in increments of eight (8) hrs. Such requests are subject to the approval of the department head and the availability of funds.

19.00 DISCIPLINARY ACTION

19.01 **Right to Representation.** The County shall advise the employee of their right to be represented by the Association for the following:

a. At any meeting in which disciplinary action is to be imposed or might reasonably be expected to be imposed.

b. At step one and beyond of the grievance procedure.

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 for the employee to obtain representation. Nothing herein shall be construed to preclude the department and employee, after consideration of the facts and circumstances of the department's allegations, from abandoning or modifying the proposed disciplinary action.

19.02 **Notice to the Union**. Upon receiving notification of disciplinary action, the Director of Human Resources shall notify the Association of the disciplinary action. Failure to notify the Association shall not affect the taking of such action.

19.03 **Appeal of Disciplinary Action**. An employee or the Association may appeal the taking of 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.

19.04 **Definition of Discipline**. 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 salary, suspension without pay and written reprimand. Disciplinary action may be taken by the department head or designee for just and reasonable cause as set forth in the County Personnel Rules.

19.05 **Oral and Written Reprimand and Evaluation**. Oral and written reprimands and evaluations shall not be subject to an appeal or grievance. Employees shall have the right to submit, within thirty (30) days after receipt a written response to the reprimand or evaluation which shall be included with the adverse comment in the employee's personnel file.

19.06 **Pre-Disciplinary Notice**. An appointing authority or a designated representative taking disciplinary action against an employee may, when it is necessary for the operation of the department, or to conduct an investigation into the allegation, assign the employee to less critical duties during the five (5) day review period. When extraordinary circumstances exist that require the immediate removal of the employee from the premises, an appointing authority or a designated representative may place the employee on paid suspension subject to call not to exceed five (5) days. If it is required to provide for full investigation of the allegations made against the employee and it is necessary for the operation of the department, the five (5) day period for reassignment or paid leave may be extended incrementally with prior approval of the Director of Human Resources.

Notice shall clearly specify the action taken, the reasons for the action including the particular facts and specific incident(s) involved and the effective date of the action. If the proposed disciplinary action is a demotion, the notice shall include a statement as to the duties to be performed and the salary for the position. The notice shall also advise the employee that a copy of the material(s) upon which the action is taken is either attached or available for review upon request during normal business hours. The notice also shall advise the employee of their right to be represented and to respond in the pre-disciplinary hearing as described below

prior to the effective date of the action, and the right to appeal or grieve as the case may be.

Copies of all notices and reply shall be forwarded to the Director-Human Resources.

19.07 **Pre-Disciplinary Hearing**. Prior to the effective date of the proposed disciplinary action, an employee or Association may request the department head or designee to hold a pre-disciplinary hearing for purposes of allowing the employee to respond to the allegation. Such hearing shall be promptly scheduled and held. The employee may be represented at the hearing.

20.00 GRIEVANCE PROCEDURE

20.01 **Intent**. An employee (or employees) shall have the right to present a grievance pursuant to this procedure. The employee (or employees) may be represented by an individual of their choice at step one and beyond of this procedure; provided however, that employees may not be represented by officers or staff who are employees of other employee organizations which represent other County bargaining units. Employees who present a grievance shall not suffer reprisal or other punitive action by the County or the Union because of the exercise of the right to present or appeal a grievance. An employee (or employees) who has 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.

20.02 **Definition and Scope of Grievance**

a. A Grievance may be filed by an employee, a group of employees or, under circumstances described in Section 20.06 of this section, by the Association/Union 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 19.00; performance evaluations; denial of merit increases; discriminatory acts; or other matters which have other means of appeal.

20.03 **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/Union may agree to start the grievance procedure at any step on issues involving Association/Union rights. Further, County management is required at all formal levels of the grievance procedure to consult with the Director of Human Resources, or their 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.

Notice that County intends to enforce this portion of the contract: 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.

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/Union with a written list of those departments which will utilize this step.) If the issue is not settled by 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 employee's knowledge of the occurrence which gives rise to the grievance. It 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 the 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 Human Resource Director 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 and 2, or if there is a dispute as to whether or not the grievance meets the definition of grievance under Section 20.02 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. This step is available only to grievances being brought forward by the Association/Union. For all other grievances, Step 2 shall be the final step. Requests for arbitration must be submitted within seven (7) days after issuance of the written decision at Step 2.

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 five (5) 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. The parties shall immediately request available dates from the arbitrator. If an arbitrator has no available dates within the sixty (60) day period following a request, the parties shall immediately request another list from the Mediation and Conciliation Service.

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. The County and Association/Union shall share the arbitration cost on a 50/50 basis. 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/Union and unless such dispute falls within the definition of a grievance as set forth in Section 20.02 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 connections with such proposal, may be 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. Failure to pursue arbitration pursuant to the time lines outlined in this section shall constitute an abandonment of the grievance.

9. 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.

20.04 **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.

20.05 **Administration of the Grievance Procedure**.

1. 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.

2. 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.

3. 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.

4. 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.

5. By agreement in writing, the parties may extend any and all of the time limits of the grievance procedure.

6. A copy of all formal grievance decisions shall be forwarded to the grievant, the Director of Human Resources and the Association/Union.

7. After consultation with the Association/Union, 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 as natural or civil disaster or overburdening of the grievance procedure by submission of multiple grievances filed as a job action tactic. The Association/Union 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/Union 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.

20.06 **Association/Union's Standing to Grieve.** The Association/Union shall have standing to grieve beginning at the first formal step as follows:

a. On all matters relating to Association/Union rights or prerogatives or on matters relating to the Association/Union's business relationship with the County.

b. On behalf of former County employees regarding their termination rights and benefits.

c. Where the Association/Union determines that there is a substantial non-compliance with an otherwise grievable matter where no specific employee is directly affected by an interpretation or application of the County affecting otherwise grievable terms and conditions of employment.

d. Where a grievance filed by an employee representing themselves or having a representative other than the Association/Union is resolved in a manner the Association/Union believes to be inconsistent with the Memorandum of Understanding.

e. Where the Association believes that an individual employee is being denied rights under the agreement but the individual declines to file a grievance. In this case, the individual must be named.

21.00 EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program shall be maintained in effect for the term of this agreement. Participation in the program is voluntary.

22.00 CATASTROPHIC LEAVE

The Catastrophic Leave Plan shall remain in effect for the term of this Agreement as outlined in the Personnel Rules.

23.00 VEHICLE STANDARDS

The Association shall designate a representative to meet with management to make recommendations on the selection, equipping and replacement of vehicles.

24.00 PAST PRACTICES

All past practices are non-enforceable as of the effective date of this MOU unless the parties continue to utilize the past practice during the term of the MOU.

25.00 SIDE LETTERS

All side letters are non-enforceable as of the effective date of this MOU unless the parties expressly add them to the MOU.

26.00 UNIFORM POLICY

For the term of this agreement, the County will continue to provide uniforms to Sheriff's Department personnel pursuant to Sheriff's Department order 3010.

The County shall report to PERS monthly the following amounts for the value of County provided uniforms:

- Sheriff Safety $50.00/mo.

This provision shall apply only to Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA).

Additionally, effective the first full pay period after adoption of this MOU, all members of this unit shall receive boot allowance of $150 annually, paid in equal monthly payments. Employees who have not been actively working for 90 consecutive days will have their benefit discontinued. Upon return to work, this benefit will be reinstated prospectively the first full pay period following the employee's return to work.

27.00 CLASSIFICATION/COMPENSATION STUDY

The County and Association agree that the following agencies will be utilized for compensation comparison purposes:

City of Chico
City of Oroville
City of Yuba City
Town of Paradise
El Dorado County
Placer County
Shasta County
Solano County
Sutter County
Yolo County
Yuba County

28.00 PERSONNEL RULES

Employees should refer to the Personnel Rules for information regarding leaves and other employee rules.

29.00 TRAVEL POLICY

The County and Association have agreed on modifications to the County's Travel Policy as set forth in the Personnel Rules.

30.00 DISABILITY INSURANCE

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. Mandatory participation means that the employee is required to make payroll contributions to the Plan but application to receive disability benefits under the Plan is purely discretionary on the part of the employee.

The County will pay the actual cost of a long-term disability insurance program for unit employees, not to exceed Twenty-two Dollars ($22.00) per employee per month. The County's sole obligation shall be to provide the monthly premium upon reconciliation of the monthly bill. The Association is responsible for selection of and enrollment of members in the insurance program and shall fully indemnify, hold harmless and defend the County against any claims arising from the program.

31.00 FULL AGREEMENT

It is understood this agreement represents the complete and final understanding on all negotiable issues between the County and the Association. This agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the County and the Association, except as specifically referred to in this agreement. All ordinances,

resolutions or rules not specifically referred to in this agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties for the term of this agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter which may not have been within the knowledge of the parties at the time this agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this agreement and any action is proposed by the County, the Association shall be afforded notice and shall have a right to meet and confer upon their request. In the absence of agreement on such proposed actions, the County reserves the right to take the necessary action by management direction. During the term of this agreement, at the request of the DSA, the County shall meet and confer regarding any subsequent agreement between the County and other Bargaining Units which the DSA believes contains better wages and/or health benefits (collectively) than this agreement. This provision shall sunset at the expiration of this agreement.

32.00 TERMS OF AGREEMENT

This Memorandum shall become effective upon Board adoption in full and effective up to November 30, 2019. The County and Association shall begin the meet and confer process by June 30, 2019, and conclude negotiations in a reasonable time.

Signed and entered into this 6th day of December, 2016

COUNTY OF BUTTE
(Employer)

Jack Hughes, Chief Negotiator

Brian Ring
Assistant Chief Administrative Officer

BUTTE COUNTY DEPUTY SHERIFF'S ASSOCIATION (Association)

Peter Hoffmann, Chief Negotiator

Jason Wines, DSA Management Representative

ASSOCIATION RATIFICATION

Ratified by the Butte County Deputy Sheriff's Association on this 8th day of November, 2016.

Jason Wines

COUNTY RATIFICATION

RATIFIED BY THE BUTTE COUNTY BOARD OF SUPERVISORS:

Bill Connelly

Bill Connelly, Chair Butte County Board of Supervisors

Date: 06 Dec 2016

ATTEST:

Paul Hahn, Chief Administrative Officer

By: _____

ATTACHMENT A
SALARY SCHEDULE

Section 28H
Law Enforcement - Management and Supervisory Unit
(Effective 12/03/2016-5%)

Class Code	Classification Title	Range	Hourly Rates							Bi-Weekly 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
7013	Assistant Chief Investigator	65	$44.83	$47.07	$49.42	$51.89	$54.48	$57.20	$60.06	$3,586.40	$3,765.60	$3,953.60	$4,151.20	$4,358.40	$4,576.00	$4,804.80
7011	Chief Investigator	69	$49.49	$51.96	$54.56	$57.29	$60.15	$63.16	$66.32	$3,959.20	$4,156.80	$4,364.80	$4,583.20	$4,812.00	$5,052.80	$5,305.60
7015	Investigative Lieutenant	56	$35.89	$37.68	$39.56	$41.54	$43.62	$45.80	$48.09	$2,871.20	$3,014.40	$3,164.80	$3,323.20	$3,489.60	$3,664.00	$3,847.20
6803	Sheriff's Captain	65	$44.83	$47.07	$49.42	$51.89	$54.48	$57.20	$60.06	$3,586.40	$3,765.60	$3,953.60	$4,151.20	$4,358.40	$4,576.00	$4,804.80
6811	Sheriff's Lieutenant	56	$35.89	$37.68	$39.56	$41.54	$43.62	$45.80	$48.09	$2,871.20	$3,014.40	$3,164.80	$3,323.20	$3,489.60	$3,664.00	$3,847.20

(Effective 12/02/2017-3%)

Class Code	Classification Title	Range	Hourly Rates							Bi-Weekly 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
7013	Assistant Chief Investigator	65	$46.18	$48.49	$50.91	$53.46	$56.13	$58.94	$61.89	$3,694.40	$3,879.20	$4,072.80	$4,276.80	$4,490.40	$4,715.20	$4,951.20
7011	Chief Investigator	69	$50.95	$53.51	$56.19	$59.00	$61.95	$65.05	$68.30	$4,076.80	$4,280.80	$4,495.20	$4,720.00	$4,956.00	$5,204.00	$5,464.00
7015	Investigative Lieutenant	56	$36.97	$38.82	$40.76	$42.80	$44.94	$47.19	$49.55	$2,957.60	$3,105.60	$3,260.80	$3,424.00	$3,595.20	$3,775.20	$3,964.00
6803	Sheriff's Captain	65	$46.18	$48.49	$50.91	$53.46	$56.13	$58.94	$61.89	$3,694.40	$3,879.20	$4,072.80	$4,276.80	$4,490.40	$4,715.20	$4,951.20
6811	Sheriff's Lieutenant	56	$36.97	$38.82	$40.76	$42.80	$44.94	$47.19	$49.55	$2,957.60	$3,105.60	$3,260.80	$3,424.00	$3,595.20	$3,775.20	$3,964.00

(Effective 12/01/2018-4%)

Class Code	Classification Title	Range	Hourly Rates							Bi-Weekly 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
7013	Assistant Chief Investigator	65	$48.03	$50.43	$52.95	$55.60	$58.38	$61.30	$64.37	$3,842.40	$4,034.40	$4,236.00	$4,448.00	$4,670.40	$4,904.00	$5,149.60
7011	Chief Investigator	69	$53.01	$55.66	$58.44	$61.36	$64.43	$67.65	$71.03	$4,240.80	$4,452.80	$4,675.20	$4,908.80	$5,154.40	$5,412.00	$5,682.40
7015	Investigative Lieutenant	56	$38.45	$40.37	$42.39	$44.51	$46.74	$49.08	$51.53	$3,076.00	$3,229.60	$3,391.20	$3,560.80	$3,739.20	$3,926.40	$4,122.40
6803	Sheriff's Captain	65	$48.03	$50.43	$52.95	$55.60	$58.38	$61.30	$64.37	$3,842.40	$4,034.40	$4,236.00	$4,448.00	$4,670.40	$4,904.00	$5,149.60
6811	Sheriff's Lieutenant	56	$38.45	$40.37	$42.39	$44.51	$46.74	$49.08	$51.53	$3,076.00	$3,229.60	$3,391.20	$3,560.80	$3,739.20	$3,926.40	$4,122.40

ATTACHMENT B-1

Release Time Bank Procedure

Deputy Sheriff's Association
Release Time Bank Procedure

1. Employee seeking to use release bank donations will obtain release time form from department personnel/ payroll representative well in advance of the anticipated use date. The employee will indicate which leave balance will be used for affected time with the realization that reimbursement of leave is dependent on the available balance in the Association release time bank.

2. Once completed employee will submit form to department in advance of the use date for approval and certification of cumulative hours used in the calendar year. The department personnel/payroll representative will monitor leave bank usage for authorized bargaining unit members to assure the maximum time limits are not exceeded.

3. Once Department approval is attained in advance of the use date, form will be forwarded to Human Resources. Human Resources will certify employee's eligibility to use time bank donations.

4. Once Human Resources certification is obtained, in advance of the use date, form will be forwarded to the Auditor's office, payroll section, where the transfer of leave credit will be made from the release time bank to the employee's leave balance.

5. Department payroll representative will charge employee's chosen leave balance per form.

***If there are not sufficient leave credits available the form will be returned to the employee's department.

ATTACHMENT B-2

Release Time Bank Form

County of Butte
Deputy Sheriff's Association Release Time Bank

In accordance with MOU section 4.06 I certify that I am an Association officer or bargaining unit member and as such I am eligible to draw from the Association Release Time Bank for the following purpose:

- ☐ a. Preparation
- ☐ b. Association meetings
- ☐ c. PORAC related meetings
- ☐ d. To assist a member at the formal steps of the disciplinary and/or grievance procedure.

Date for time off:
Duration of time off:

I understand that I will use my own leave accruals and be ***reimbursed*** through the leave bank.

I choose to use the following leave:

- ☐ a. Comp time
- ☐ b. Vacation
- ☐ c. Holiday

I further understand that this ***reimbursement*** of hours is limited to a maximum of 40 hours per year per officer/bargaining team member (for purposes a, b, c) and that it is also limited by the amount of donations in the leave pool.

I understand requests to utilize time bank donations must be made reasonably in advance of use and approval is subject to the operational necessity of the department. I further understand that the County is not required to grant time bank usage if to do so would result in overtime.

Print full name_____ Employee No._____

Employee Signature _____ Date_____

Department_____

For Department Use

Department Approval

Signed_____ Date_____

Cumulative hours utilized in current calendar year_____

For Human Resources Department Use

I certify that the applicant is an Association officer or bargaining unit team member and as such is eligible for hours from the Association release time bank:

Signed_____ Date_____

For Auditor's Office Use

All conditions for utilization of the Association release time bank have been met and _____hours were transferred on (date)_____

EXHIBIT I

Flexible Benefit Options

Butte County Flexible Benefits Options

Option A

Core Plan

1. Medical Plan

Flexible Benefit Options

Any portion of the County contribution that exceeds the amount for the Core Plan chosen shall be considered a non-health flexible contribution and any excess amount may be taken as taxable income or utilized in the following pre-tax options:

1. Dental
2. Vision
3. Dependent Care
4. Health Care (unreimbursed medical expenses)

Option B

Flexible Benefit Options

1. Taxable cash back of up to $200/month ($403.34/month for those hired prior to January 1, 2014). Effective December 17, 2016, $92.31/pay period ($186.16/pay period for those hired before January 1, 2014)

2. Pre-Tax benefit options:
    a. Dental
    b. Vision
    c. Dependent Care
    d. Health Care (unreimbursed medical expenses)