



**MEMORANDUM OF UNDERSTANDING**

**2020-2021**

**BETWEEN THE COUNTY OF BUTTE  
AND  
TEAMSTERS LOCAL 137-SOCIAL SERVICES  
WORKER'S UNIT**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF BUTTE AND  
TEAMSTERS LOCAL 137 – SOCIAL SERVICES WORKERS UNIT**

Pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et seq., of the California Government Code and Chapter II of the Butte County Personnel Rules and Regulations, representatives of the County of Butte, hereafter called "County," and Teamsters Local 137, hereafter called "Union," have "met and conferred" concerning the subject of wages, hours and working conditions for employees in the Social Services Workers Unit of representation. This memorandum represents the good faith effort of both the County and the Union 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 Union. It is agreed as follows:

**1.0 RECOGNITION**

The County hereby recognizes Teamsters Local 137, as the exclusive representative for employees in classifications designated for inclusion in the Social Services Workers Unit of County employees pursuant to Section 3501(b) of the California Government Code and the County Employer/Employee Relations Policy set forth in Chapter 1 of the Butte County Personnel Rules. The County agrees that it will not meet and confer or otherwise deal with any other organization on employee relations matters which are within the scope of representation and which affect employees in the Social Services Workers Unit. Such designated classifications are attached hereto as Attachment A.

**2.0 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.

**3.0 UNION SECURITY**

**3.1 General Provisions**

The UNION shall be provided payroll deduction for membership dues and a second deduction for other authorized and legitimate UNION activities. The UNION shall provide the Human Resources Department with a written authorization form or a form provided 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 forward in a timely manner payroll deductions withheld from employees within the unit. The UNION shall immediately notify the County of any cancellation or change in the deduction authorization.

### **3.2 Maintenance of Membership**

- a) UNION membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is a Union member, or becomes a Union member, shall continue to pay to the Union those dues or fees regularly charged members of the UNION 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 UNION, shall be subject to the same terms of continued membership as employees above.
- b) Every employee who is a member of the UNION 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) Enforcement of this section shall be the responsibility of the UNION, utilizing appropriate civil procedures. The UNION shall indemnify and hold the County harmless from any and all claims, demands or suits, or any other action arising from this section.

### **3.3 Agency Shop**

It is the expressed intention of the parties that the provisions of this article respectfully balance the rights of individual employees and the right of the parties to enter into a "fair share service fee" agreement. However, membership in the Association shall be the personal choice of each employee in the bargaining unit. This Section provides for membership dues or fair share service fee collection. The termination/expiration of this Agreement shall not constitute a basis for the cessation of the implementation of this Section. There shall be no charge to the UNION for such dues/fair share service fee deductions.

### **3.4 Dues/Service Fees**

The County shall deduct membership dues for members and fair share service fees for non-members from the wages of bargaining unit members on a monthly basis. All employees in the unit who have not authorized a UNION dues/fair share deduction under this agreement shall execute an authorization for the payroll deduction.

- a. For purposes of this Section, "employee" shall mean any person entering into the bargaining unit or subsequently modified bargaining unit as mutually agreed upon by the UNION and the County.
- 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.

### **3.5 County Responsibilities**

The County agrees to provide the UNION 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 Union, 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 UNION, the UNION shall be provided with a copy of the resulting reemployment list(s).

- a. With respect to all sums deducted by the County pursuant to this MOU, whether for membership dues or fair share service fees, initiation fees or special assessments as per Government Code Section 3502.5, 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.

### **3.6 Religious Beliefs**

An employee who is a verified member of a religious body within the meaning of Section 3546.3 of the Government Code shall not be required to financially support the UNION as a condition of employment. Such employee, in lieu thereof, shall file a detailed written objection with the UNION and the County, establishing the basis for the religious exemption and a request that the UNION pay a sum equal to his/her fair share service fee to one of three (below) non-religious, non-labor, charities exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code, designated and mutually agreed upon by the Union and the County. The UNION agrees to forward such amounts to one of the designated charities:

- ARC of Butte/Glenn Counties
- Catalyst Program
- Red Cross

### **3.7 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.

- a. The UNION shall be responsible for enforcing the provisions of this section using appropriate civil procedures. If an employee fails to authorize Union dues/fair share deductions the UNION may seek enforcement through the courts.

### **3.8 Indemnification and Hold Harmless**

It is specifically agreed that the County assumes no obligation with respect to the Union dues and fair share service fees other than those specified in this Section. The UNION agrees that it will hold the County harmless from any claims, actions, or proceedings by any bargaining unit member, arising from deductions made by the County pursuant to this Section. The County will generally utilize attorneys from its County Counsel Office at

UNION expense to represent it in any matter arising under these sections 3.01-3.05. However, the County may select and utilize outside counsel of its choice at UNION expense if it deems it appropriate or otherwise necessary to address any third party matter arising under these conditions.

## **4.0 UNION RIGHTS**

### **4.1 Access to Employees**

The UNION representatives who are also employees shall have access to County employees in County facilities for the purpose of UNION business. With prior notice to the facility manager, the paid staff of the UNION and/or official job stewards shall be allowed reasonable access to employees during the work period and at the work location to investigate and/or represent employees within the Unit in formal grievances or appeal matters.

### **4.2 Bulletin Boards**

The UNION 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 the prior approval of the County, the UNION may install and maintain separate bulletin boards in the employee rest areas.

The UNION 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 (excluding internal UNION business) 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. However, prior to removing any material posted on an SSW bulletin board, the County will attempt to contact an SSW representation to discuss the issue, unless the posting constitutes an egregious violation of this section. The County and the UNION will discuss the matter after County removal of egregious material. The UNION may grieve the application of this section up to and including Step 2 of the grievance procedure.

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

With the approval of the Chief Administrative Officer or other County authorized official, the UNION may use certain County facilities, resources and supplies, including the County courier system, as long as the County is reimbursed for the cost of any supplies or materials provided to the UNION 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 UNION usage of County facilities, resources and supplies.

The UNION agrees to pay the County upon demand, costs of such benefits or supplies received from the County, including but not limited to leased copying machines, and purchases for expendable office supplies for UNION use.



#### **4.4 Internal Communications**

The County shall provide the UNION with a copy of the Human Resources biweekly status sheet. In the event of a layoff in classes represented by the UNION, the UNION shall be provided with a copy of the resulting retirement list(s).

#### **4.5 New Classifications**

The County and the UNION will meet and confer upon UNION request 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 UNION 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 wage;
- Current wage;
- Organizational Chart including position, and
- Summary of comparable agency data, if available

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

#### **4.6 New Employee Orientation**

- 1) The County will conduct an orientation program for new employees. As a part of this program, the County will permit UNION Stewards to distribute material supplied by the UNION, subject to the County's right to approve the material.
- 2) At County orientation sessions, employees shall be advised that UNION representatives would like to talk with them and will be available for discussion on the days of such sessions. UNION would be given fifteen (15) minutes at the end of the County orientation. Employees would be notified they are not required to attend. The UNION shall be provided reasonable prior notice, normally one week or more, of the date, time and locations of the orientation sessions.

### **5.0 UNION REPRESENTATIVES**

#### **5.1 Negotiators**

The UNION shall be allowed to designate up to five (5) employees within the unit to serve as representatives to negotiate with the County. The UNION shall provide the Director of Human Resources or designee with the name, classification, and department assigned of each of the negotiators. Should any changes or alternates be appointed after the original list is established, the UNION shall advise the Director of Human Resources or designee immediately. Employees designated as unit negotiators shall, as authorized by the Director of Human Resources or designee be granted a reasonable release time from scheduled duties without loss of pay to meet with the County representatives during negotiations of matters of wages, hours and conditions of employment. The County shall not be responsible for any travel, overtime or miscellaneous cost resulting from the UNION exercising this right.

## 5.2 Shop Stewards

The UNION shall have the right to establish shop stewards for the Social Services Workers unit according to the following conditions:

- a. The UNION agrees to notify the County Director of Human Resources of the names, classifications and departments of their stewards, which shall not exceed twenty-five (25) in number. The UNION shall immediately inform the Director of Human Resources of any changes to the original list and provide update by name and classification.
- b. A reasonable amount of time will be granted the worker and the steward to prepare and present grievances or appeals. The parties agree that in preparing and presenting grievances or appeals, both the steward and the worker will use only the amount of time actually necessary for such preparation and presentation.
- c. If a worker wishes to discuss a grievance or appeal on County time with a designated steward, the worker shall be allowed an opportunity within a reasonable amount of time to meet with the designated steward, if the steward is present and available and their presence has been requested by the worker.
- d. Upon authorization of the immediate supervisor, a steward shall be released to perform the duties specified in this Section. A steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event, the steward 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 UNION may use the Personnel Training Room for Shop Steward Training. The UNION shall submit the names of the employees to be trained. Shop Stewards attending such training shall have an aggregate pool of sixty (60) hours per year of County paid time to attend such training. Training time shall not exceed four (4) hours per session and the County shall not be responsible for any overtime hours or travel expenses related to such training.
- f. Workloads shall be reasonably distributed amongst stewards to avoid having any one individual(s) having a workload so as to interfere with their regular job duties. Individuals assigned as bargaining team members or as delegates to UNION conventions, etc., shall not be assigned day to day steward responsibilities. This prohibition shall apply only for the time they are performing such duties.

## 6.0 RELEASE TIME FOR UNION BUSINESS

- a. The UNION may request release time for employees to perform UNION Activities, not to exceed 200 hours in any contract year.
- b. The County agrees that the UNION may request that individual employees of the County be released from work duties for up to 16 hours per month without loss of pay or benefits for the purpose of performing UNION Activities. The UNION agrees to reimburse the County for the hourly wages of the employee(s) during such leave.
- c. When the UNION desires to have an employee released for UNION Activities, the President of the Local shall submit a request in writing identifying the employee requested to be released, the date of the requested release, and the number of days the employee is to be released.

- d. The UNION agrees to provide the County with as much advance notice as possible, but in any case, not less than two calendar weeks. Except in cases of emergency, the County agrees to release the employee from all duties for the day(s) requested, and shall not cancel the UNION Activity Leave.
- e. The UNION agrees it will not request, nor shall the County be required to grant, UNION Activity Leave which exceeds 200 cumulative hours for the Bargaining Unit as a whole.

## **7.0 NON-DISCRIMINATION**

### **7.1 Affirmative Action**

The County and UNION support the concept of affirmative action and equal employment opportunity in the public service as consistent with merit system principles. Neither the County nor the UNION shall discriminate with regard to race, color, national origin, age, sex, marital status, sexual preference or other non-merit factors.

### **7.2 Individual Rights**

Neither the County nor the UNION shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage in or refrain from UNION activity pursuant to Section 3502 of the California Government Code.

### **7.3 Regulation Updates**

The Director-Employment and Social Services shall establish a system to provide the supervisor of each departmental operation unit regular updates to procedure manuals and regulations. The applicable updates shall be explained to the operational unit workers during normal unit meetings and shall be available for worker review.

## **8.0 PERSONNEL FILES**

The County shall maintain one official personnel file for each County employee. The employee or his/her representative authorized in writing shall have the right to review and obtain copies of the contents of the employee's personnel files at reasonable intervals without loss of pay during normal business hours. Access to an employee's records shall be restricted to the employee and his/her representative, the County Human Resources Department, the County Counsel's Office, and management/supervisory personnel having a business necessity to do so.

No material regarding the employee's performance or conduct shall be included in the employee's personnel file without prior notice to the employee. Employees shall have thirty (30) days to submit a reasonable amount of rebuttal material for permanent attachment to any negative materials entered into their files.

No prior event which might have led to a demotion, suspension, or termination of the employee which has not otherwise been included in the employee's official personnel file shall be used against the employee in a current disciplinary action.

Supervisor's notes, not otherwise included in an official personnel file or other formal County documents, shall be kept no longer than fifteen (15) months.

## **8.1 Performance Evaluations**

An employee who receives a "Not Satisfactory" overall rating on a performance report or who is denied a merit increase, may appeal to the appointing authority within thirty (30) days of such notice. The Appointing Authority's decision shall be final, and in writing.

## **8.2 Performance/Work Standards**

The employer shall, in developing performance work standards, adhere to the following: Employee performance/work standards shall be based upon valid work related criteria, which insofar as practicable, shall include qualitative, as well as quantitative measures. Such standards shall, insofar as practicable, reflect the amount of work which the average trained person can reasonably turn out in a day.

## **9.0 HOURS OF WORK AND RESTRICTIONS**

### **9.1 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. 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.

### **9.2 Alternate Schedules**

Upon the recommendation of a department head, alternate, flex-time, job sharing and voluntary reduced work hours programs may be established, after consultation with the Director of Human Resources and the UNION. Any job sharing program will require that the benefits be pro-rated or as otherwise mutually agreed upon in writing by both parties.

The Director of Human Resources shall issue to all departments the listing of the types of special schedules available with examples of instances in which special schedules may apply. Employees requesting a special schedule shall be informed of the department's decision within fourteen (14) days, or in cases where Board approval is required, following Board action. The Board of Supervisors may, in its discretion, provide for pre-approval of special schedules by department.

Should the County elect to eliminate an existing alternate schedule, it will notify the UNION and provide an opportunity for the UNION to meet and confer upon the impact of the elimination.

Changes of an individual's work schedule (physical location or hours) to an existing (or former) schedule may be made upon ten (10) days prior notice.

### **9.3 Meal Periods**

In general, employees shall be entitled to an unpaid lunch period of not less than thirty (30) minutes nor more than one (1) hour. Departments/Divisions shall have the option of determining the appropriate lunch period. Employees required to work during or through the lunch period shall be compensated for the actual time worked. Employees may be required to work a continuous eight (8) hour shift. Employees, so scheduled, shall be allowed to eat their meal during the shift.

If an employee is assigned four (4) or more hours overtime work continuous to the employee's regular work shift, the employee shall be permitted at the end of each four (4) hour overtime period a one-half (1/2) hour meal break, the time to be considered work time. This section shall not apply to employees on call, or employees attending or traveling to meetings, or training sessions.

### **9.4 Rest Periods**

Employees shall be allowed a rest break of fifteen (15) minutes during the mid- portion of the first half, and second half of each shift.

Rest periods shall be scheduled in accordance with the requirements of the department. In no case shall rest periods be added to the beginning or the ending of a work shift or lunch period. The appointing authority may designate the time at which rest periods may be taken. Rest periods shall be considered hours worked, and employees may be required to perform duties if necessary. The appointing authority shall make a reasonable effort to insure that employees are permitted rest breaks.

### **9.5 Designated Rest Area**

The County shall establish and maintain a rest area (break room) at 78 Table Mountain Blvd, Oroville, 2445 Carmichael Drive, Chico, 202 and 205 Mira Loma Drive, Oroville. The rooms shall be clearly marked "Employee Lounge".

## **10.0 OVERTIME**

### **10.1 Eligible Positions**

Refer to Personnel Rules.

### **10.2 Overtime Defined**

Refer to Personnel Rules.

UNION has agreed that overtime shall be calculated on actual time worked.

The County will hold enforcement of this agreement for Teamsters Local 137-- Social Services' Workers' Unit until the pay period inclusive of January 1, 2019.

### **10.3 Overtime Authorization**

Refer to Personnel Rules.

#### **10.4 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 employee, be paid with regular wages in the pay period in which it was earned or as Compensatory Time Off (CTO) to a maximum of 100 hours.

#### **10.5 Accumulated Compensatory Time Off**

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. Once the employee has reached the cap of 80 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. An employee who has accumulated CTO shall, upon termination from County employment, be paid for the CTO with the termination pay settlement. CTO accruals shall appear on the employee's biweekly earnings statement.

#### **10.6 Fringe Benefits Not Affected By Overtime**

Refer to Personnel Rules.

#### **10.7 Overtime Rate**

For purposes of computing overtime pay, Fair Labor Standards Act definition of "regular rate of pay" shall be used in all cases. The formula for the compensation is total non-overtime compensation divided by total amount of non-overtime hours worked.

#### **10.8 Extended Overtime**

Any employee actively working sixteen (16) or more consecutive hours shall be given an eight (8) hour rest period before returning to work. Paid release time will be provided for any portion of the eight (8) hours which occurs during the employees regular work schedule.

### **11.0 VACATION LEAVE**

#### **11.1 Accrual**

Refer to Personnel Rules.

#### **11.2 Vacation Eligibility**

Refer to Personnel Rules.

#### **11.3 Vacation Carryover**

Refer to Personnel Rules.

#### **11.4 Vacation Payout**

Upon termination, an employee shall be compensated for all unused vacation accrual and entitlement.

## **11.5 Vacation Scheduling**

Refer to Personnel Rules

## **11.6 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 each year, during each year of the contract in increments of 8 hrs. Such requests are subject to the approval of the department head and the availability of funds.

## **12.0 SICK LEAVE**

### **12.1 Sick Leave Accrual**

Refer to Personnel Rules.

### **12.2 Use of Sick Leave**

Sick leave shall be granted only for the following:

- a. The employee's illness or disability;
- b. The employee's routine medical or dental appointments; or including
- c. Care and supervision of an immediate family member, domestic partner.

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 permission of the appointing authority to be absent for not more than eighty (80) cumulative hours per calendar year, with pay; unless otherwise provided for by the County's Family Care and Medical Leave policy.

### **12.3 Reporting Requirement**

Refer to Personnel Rules.

### **12.4 Medical Reports**

In the event of a medical absence of greater than three (3) consecutive work days, the appointing authority may require the employee to submit a health care provider's certificate stating: (1) the absence was medically necessary; (2) the return date to limited duty (with specific limitations noted), if any such light duty; and, or (3) the return date to full duty.

The appointing authority may require an employee to submit such a certificate for absences of less than three days, including absences of less than one day; provided, the employee has been previously counseled regarding the use of such time and where such counseling is documented. After six months, the employee may request a review of the requirement of the submission of a certificate. Absent good cause, the requirement shall be lifted.

### **12.5 Payment of Sick Leave**

Refer to Personnel Rules.

### **12.6 Sick Leave Buy-Back Option**

Refer to Personnel Rules.

## **12.7 Donation of Paid Time**

Refer to Personnel Rules

## **13.0 LEAVES OF ABSENCE**

### **13.1 Bereavement Leave**

Refer to Personnel Rules.

### **13.2 Industrial Disability Leave With Pay**

Each regular employee not covered by Labor Code Section 4850, shall be granted an industrial disability leave in accordance with the following rules:

- a) Employees shall be required to use any accrued leave benefits in order to receive paid leave.
- b) Employees' earnings will be adjusted to the differential between amount paid and any industrial disability benefits received during the period of paid leave.
- c) Employees shall have leave benefits reinstated in the equivalent value of the disability benefits.
- d) During the period of the paid industrial disability leave, employees will continue to accrue full benefits for vacation, sick leave and holidays. Benefits for retirement and social security will be accrued on the wage differential representing the adjusted leave benefits.

### **13.3 Industrial Disability Leave Without Pay**

Each regular employee who is injured or contracts an industrial illness on duty shall be granted an unpaid disability leave by the appointing authority from the time accrued leave benefits are exhausted until the employee is released to return to work or the employee is declared permanent and stationary or a compromise and release is signed, whichever occurs first. Employees shall accrue no benefits while in this status except as provided by the Personnel Rules. The appointing authority shall notify the Director of Human Resources of such leave.

### **13.4 Military Leave**

Refer to Personnel Rules.

### **13.5 Family Leave**

Employees shall be granted a leave of absence as provided for in the County's Medical Leave Policy. The parties agree to discuss the Medical Leave Policy during the term of this MOU.

### **13.6 Jury and Witness Leaves**

Refer to Personnel Rules.



### **13.7 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 following workday the employee's schedule shall be changed to Monday through Friday 8:00am to 5:00pm. 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. Failure of an employee to respond to a call will result in either his/her accrued leave being utilized for the period of time that he/she did not respond, or he/she will be placed in a non-compensated status. In addition, a failure to respond when called will constitute a violation of the directive 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.

Employees receiving shift differential compensation shall have the compensation suspended while on Paid Administrative Leave. In the event that the charges are not sustained or any disciplinary action is completely overturned through the grievance process, the employee shall receive the shift differential compensation retroactive to the date that he/she was placed on Paid Administrative Leave for the period of time that he/she was on Paid Administrative Leave. In the event that disciplinary action is imposed the employee shall not receive the shift differential compensation for the time that he/she was on Paid Administrative Leave

## **14.0 HOLIDAYS**

### **14.1 Holidays Defined**

Refer to Personnel Rules.

Each regular help employee shall be granted a one-time Christmas Eve holiday on December 24, 2020. If Christmas Eve holiday is declared by the President and/or Governor and the Board of Supervisors as specified above, there will be no additional time given.

### **14.2 Eligibility for Holiday Pay**

Refer to Personnel Rules.

### **14.3 Holiday Compensation**

Refer to Personnel Rules.

## **15.0 COMPENSATION**

### **15.1 Wage**

There will be no wage adjustments during the term of this agreement.

The County has selected a qualified vendor to conduct a Countywide Classification and Compensation Study which it will conduct at an appropriate and feasible time, the results of

which will be provided to Local 137.

## **15.2 Rate of Pay**

The hourly rate of pay, as established in the Attachment A (Wage Schedule) shall be applied to all employees, regardless of the assigned work schedule.

## **15.3 Shift Differential Pay**

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

Employees who are working on a voluntary alternative work schedule are not entitled to any shift differential that is a result of this schedule change.

## **15.4 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 ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year, in a fiscal year, 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 day or the eighty-first (81st) hour of the assignment. A continuous out of classification assignment bridging two (2) fiscal years shall be treated as if it occurred in a single 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 eleventh day or eighty-first (81st) hour of out-of-classification assignment occurred during the prior fiscal year would commence receiving compensation as of the eleventh (11th) day or eighty-first (81st) hour. Such assignments must not extend beyond a ninety (90) day period with the exception that an additional ninety (90) day assignment may be made with the written authorization of the Director of Human Resources. This provision shall only be reported to PERS as pensionable compensation for Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA).

## **15.5 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 of fifty (\$50.00) per pay period worked, calculated on an hourly basis or portion thereof.

Authorized time off of less than four consecutive weeks shall not affect the calculation of bilingual pay (approved vacation of any length shall not affect the calculation of bilingual pay).

The Director - 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.

### **15.6 Callback**

An employee who is required to physically return to work on an overtime basis 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 19.01. 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.

### **15.7 Standby Pay**

- a. Each employee in the unit of representation shall be entitled to receive fifty (\$50.00) 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) hour shift following the employee's normal assigned shift.
- b. Employees placed on standby status shall keep the appointing authority or designee advised of their location during the standby shift and shall commence responding (be enroute) to duty within thirty (30) minutes from the time of notification. When an appointing authority determines it is in the interest of the County to provide electronic communication devices for standby workers, the appointing authority shall provide and maintain such devices and instruct workers in proper use. Employees on standby status shall not be eligible for shift differential pay as specified under Section 15.03. Employees returning to duty from standby shall be eligible for overtime as specified in Section 10.00
- c. Employees who would face a hardship in serving standby because of the need to care for small children or other equally valid reason, may request exemption from standby duty. Employees so requesting must have arrangements for alternative coverage. Approval shall be in the sole discretion of the department head or his/her designee.
- d. 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.

### **15.8 Tuition Reimbursement**

Upon written request of the employee and advance written approval of the Department Head, an employee enrolled in accredited classes or courses 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 programs.

## **16.0 UNEMPLOYMENT**

Refer to Personnel Rules.

## **17.0 HEALTH PLAN**

### **17.1 Employee Health Plan Eligibility**

- a. All regular 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 group Cafeteria Plan. Employees working less than full-time and hired after November 1, 1987, shall receive pro-rated health contributions rounding to the nearest one-quarter time: i.e. Either fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) of the County contribution for full-time employees. Eligible employees enrolling in the program within sixty (60) days following their appointment will be covered subject to the contract limitation with the health plan carrier. Coverage shall commence when the employee is eligible for coverage under PERS rules and the health plan carriers rules. Employees enrolling after the sixty (60) day enrollment period will be eligible for coverage on the first day of the month following a ninety (90) day waiting period which will begin upon receipt of all necessary enrollment documents by the Department of Human Resources, unless the employee can certify a qualifying loss of other coverage.

### **17.2 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 17.03. 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 will continue to be provided at County expense and will not be part of the Cafeteria Plan.

### **17.3 Participation Levels**

Premium Holiday: In the event that a "Premium Holiday" is declared by the County's health plan administrator or provider in which health plan premiums are not required to be paid for a period of time, the following shall occur:

- a) The County shall retain ownership and sole rights to the County's monthly contributions, as stated above, for this period;
- b) Employees shall not be required to contribute their portion of monthly premiums for this same period.

### **Option A – CORE PLAN**

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 \$490.28 Employee Plus One  
\$948.80 Family \$1,234.91

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. Current members who were hired on or before December 31, 2013, shall have the ability, pursuant to the provisions for doing so as determined by CalPERS, to go on or off any of the health plans made available to employees by the County, and retain the tier one benefit level described in this paragraph.

Effective March 17, 2017, 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.

#### **17.4 Administration**

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.

a) Part-time regular help employees will receive proportional benefits as provided in the Memorandum of Understanding. All employees assigned to a one-half (1/2) time or more position, and the employee's dependents, and who are in a compensated status or uncompensated status on a qualified leave of absence, including registered domestic partner (effective January 1, 2005) pursuant to Family Code Section 297.5, shall be entitled to participate in the County's Flexible Benefits Plan. Employees working less than full-time (with no qualifying leave or accrued leave usage), shall receive prorated benefits (or pro-rated funding of county share), rounding to the nearest one-quarter time; i.e., either fifty percent (50%), for employees 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.

This section does not affect part-time employees grandfathered into full-time benefit status under Section 17.01 of the MOU.

b) 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

#### **17.5 Retired Employee Options**

The Public Employees' Retirement System (PERS) contract allows unused accumulated sick leave to be converted to service time per Government Code Section 20862.8. This option is available to all employees and limited, for those employees who do not use all of their accrued sick leave conversion options for sick leave buy-back or health plan coverage, to that portion of the sick leave not actually used for the selected option.

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 benefit 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 compensated 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 health benefit only coverage for themselves (employees only) to the Medicare Supplemental Qualifying Age under the following conditions.'

For up to the first year of retirement, PERS members subject to this Memorandum of Understanding shall be entitled to twelve (12) months of reimbursable health premiums up to the Medicare Supplemental Qualifying Age.

After the first year of retirement, miscellaneous members may choose one of the following options as allowed under Section 18.03:

1. To receive one (1) month of reimbursable health only premium for each day of sick leave on accrual at the date of retirement; or
2. One (1) month of reimbursable health plan benefits (employee only) will be granted for each day 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 in excess of thirty (30) days accrued sick leave to cover employee's spouse until the sick leave credit is exhausted or spouse reaches the Medicare Supplemental Qualifying Age. Enrollment of employee's spouse will be postponed until (date), 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 about 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.

Effective January 1, 2012, the sick leave conversion above, at the time of retirement will be calculated at the lowest cost combination of medical, dental and vision benefit offered by the County.

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 this Section.

After a retired employee'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 the Medicare Supplemental Qualifying Age. Unused sick leave hours remaining upon a retiree's death, a retiree achieving the Medicare Supplemental Qualifying Age or a spouse achieving the Medicare Supplemental Qualifying Age may not be cashed-out or converted to another benefit.

## **17.6 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.

## 18.0 RETIREMENT PLAN

### 18.1 Membership

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.

"New Members", as defined above, are eligible to participate in the County retirement program as contracted through the California Public Employees' Retirement System ("CalPERS"). 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% @ 62 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.

"Classic Members", as defined above, are eligible to participate in the County retirement program as contracted through the California Public Employees' Retirement System ("CalPERS"). The retirement program is integrated with Social Security and the retirement benefit is based on the highest single year of wages and on the 2% @ 55 formula.

### 18.2 Retirement Contribution

**"Classic Members"**: Effective the first full pay period including January 1, 2013, employees will pay on a pre-tax basis seven percent (7%) of wages for the employee share of his/her CalPERS pension.

**"New Members"**: Effective the pay period including January 1, 2013, employees shall pay an amount that is equal to one half (1/2) the normal cost of his/hers CalPERS pension, or the current contribution rate of similarly situated employees, whichever is greater.

### 18.3 Retirement Credit for Sick Leave

An employee may, upon retirement from the County under PERS, use any sick leave accumulation in accordance with only one of the following options:

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



2. Sick leave conversion to purchase continued health, dental and vision coverage as outlined in Section 17.06. 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 the 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. Employees may not cash-out sick leave at retirement in combination with the first two options.

## **19.0 REIMBURSEMENT OF EXPENSES**

### **19.1 Expenses for Mileage**

- a) An employee who has received authorization to use a privately owned vehicle for County business shall be reimbursed at the current IRS rate for each mile driven on County business during the month.
- b) An employee who, during any month, is routinely required to and provides a privately owned vehicle for County use in seven of ten days of each pay period of their regular work schedule during the month shall receive a flat taxable payment of Fifty Dollars (\$50.00) per month. This amount is pro-rated for less than full time employees, i.e., Twenty-five dollars (\$25.00) per month for a fifty percent (50%) employee. Employees shall receive, in addition, the current 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 (2) 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 12.10(j), an Affidavit 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 Dollars (\$500.00) 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.

### **19.2 Professional License Fees**

The County shall obtain membership in the National Social Service Association to permit Social Services Workers to join as individual members at their own expense.

## **20.0 EMPLOYMENT AND SOCIAL SERVICES STAFFING**

The County shall fill any funded case-carrying Eligibility Specialist vacant position in a timely manner. The County reserves the right to defend any such position following an administrative review but shall not temporarily defend any position for the purpose of negating this Section. The Association may file a written grievance, beginning at the third (3rd) step of the grievance

procedure (Director of Employment and Social Services), should an issue concerning filling case-carrying Eligibility Specialist positions as specified by this Section, arise. The Association shall, in advance of filing a grievance under this Section, notify the Director of Human Resources of the name of the person authorized to file grievances on behalf of the Association.

## **21.0 DISCIPLINARY ACTION**

### **21.1 Right To Representation**

The County shall advise the employee of his/her right to be represented by the UNION or other representative of his/her choosing, provided the representative is not an officer or agent of a competing employee organization, at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected (by the employee) to be imposed. Disciplinary investigations are included in this section. 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.

There is no right to representation during meetings where the employee is not suspected of wrongdoing. For example, such meetings include, but are not limited to, work related instruction, questions, performance evaluations, etc. Should such meeting uncover information and/or statements which create the possibility of discipline; the employee shall be immediately informed of the right to and/or granted representation.

### **21.2 Notice To UNION**

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

### **21.3 Disciplinary Appeals**

The UNION 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 Action" for the purpose of this Section shall be defined as dismissal (except for probationary release or rejection, including promotional probationary rejection), demotion (except for demotion due to layoffs or reduction-in-force), reduction in wages, or suspension without pay. Not included in the definition of "discipline" under this Section shall be oral and written reprimand and evaluations. 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 UNION elects arbitration of discipline, the grievance procedure shall be the sole and exclusive means of appeal and any conflicting provisions of the Personnel Rules shall not apply. Disciplinary action may be taken by the appointing authority or his/her representative for just and reasonable cause as set forth in Section 2.54 of the Personnel Rules.

## **21.4 Definition of Discipline**

Disciplinary action is defined as dismissal (except for probationary releases or rejection, including promotional probationary release), demotion (except for demotion due to layoff or reduction-in-force), reduction in wages, 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.

## **21.5 Pre-Disciplinary Notice**

Nothing in this Section or in Section 21.3 shall be deemed to preclude the taking and imposing of disciplinary action before the grievance procedure has been resorted to or exhausted by the UNION or employee.

## **22.0 GRIEVANCE PROCEDURE**

### **22.1 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 UNION shall have the right to present a grievance pursuant to this procedure. The employee (or employees) may be represented by the UNION or an individual of his/her choice in this procedure, so long as that individual is not an officer, staff, or other representative of an employee organization/UNION other than the exclusive representative. 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 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.

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

- a) A grievance may be filed by an employee, a group of employees or by the 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 Supervisors' resolutions, ordinance or minute order; disciplinary actions, except as provided for in Section 21.3; performance evaluations; denial of merit increases; discriminatory acts; or other matters which have other means of appeal.

### **22.3 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 UNION may agree to start the grievance procedure at any step on issues involving UNION rights. 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. 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 employee's knowledge of the occurrence which gives rise to the grievance.

#### Step (1) Second-Level Management Representative

If the issue is not resolved in the informal process, 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, 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 and/or, if requested, the employee's representative. 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 ten (10) days after receipt of the written decision from Step 1 or the verbal decision of Step 1, whichever applies. Within seven (7) days after receipt of the written grievance, the appointing authority or designated representative shall meet with the employee and/or the employee's representative. Within seven (7) days thereafter, a written decision shall be delivered to the employee and/or the employee's representative.

#### 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 Manager 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 a grievance under Section 22.2 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. The UNION, or in discipline cases, the UNION and the grievant 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.
2. 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.
3. The County and UNION shall share the arbitration cost on a 50/50 basis. Each party 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 UNION and unless such dispute falls with the definition of a grievance as set forth in Section 22.2 and is consistent with all provisions herein.
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, 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. The County and UNION 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 is possible.

#### **22.4 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.

#### **22.5 Administration of the Grievance Procedures**

- 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 or 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 UNION.
- 7) After consultation with the 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 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 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.

## **22.6 Notice**

In any grievance matter in which an employee is not represented by the UNION, the County shall provide the UNION with notice of any grievance settlements regardless of the step at which they occur. If the UNION disagrees with the grievance settlement, it may appeal the settlement pursuant to the grievance procedure.

## **23.0 SAFETY**

### **23.1 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 is 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 instance, 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.

## **23.2 County Safety Program**

The County shall maintain a Safety program consisting of bargaining unit employees acting as Department Safety Coordinators. The Safety program reviews safety policies, procedures and other safety concerns and makes recommendations. The program shall be advisory to the County.

## **24.0 TRANSFER AND PROMOTIONAL OPPORTUNITY**

### **24.1 Transfer Preference**

Refer to Personnel Rules.

### **24.2 Promotional Interviews**

Refer to Personnel Rules.

## **25.0 LABOR/MANAGEMENT COOPERATION**

- a) The Labor/Management Committee shall consist of four (4) employee members and four (4) County Management employees to include at minimum one Assistant Department Head. The Committee shall be responsible for discussing and promoting solutions to identified problems of mutual concern including safety issues, workload/caseload issues. The Committee shall meet on a quarterly basis (or as needed). Agenda items should be forwarded to the meeting coordinator at least one week prior to the meeting occurrence.

## **26.0 WAGE STEP ANNIVERSARY DATE**

Refer to Personnel Rules

## **27.0 CAREER LADDERS**

The County and Association agree that at least one intent of the Social Service Aide classification is to provide an avenue for upward mobility for Employment and Eligibility Specialists and Senior Employment and Eligibility Specialists who wish to become Social Workers. To this end, Employment and Eligibility Specialists and Senior Employment and Eligibility Specialists who wish to become Social Service Aides are encouraged to apply for such positions and shall be considered for such position.

## **28.0 DISASTER PROTOCOL**

In the event that there is a disaster or major infrastructure failure, the department head shall confer with the County Chief Administrative Officer's office to determine whether to continue business operations.

## **29.0 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 accordance to the Mandatory Leave Accrual Usage policy for each disability in accordance with the *SDI/PFL Coordination Program*.
- c) The Association and County have agreed to contract with SDI for short term disability insurance.

### **30.0 LAYOFF AND REINSTATEMENT**

Refer to Personnel Rules.

### **31.0 PROBATIONARY PERIOD**

Refer to Personnel Rules

### **32.0 SMOKING POLICY**

Alleged violations of the County smoking policy will be grievable.

### **33.0 TRAINING**

The County shall make available appropriate courses provided by U.C. Davis, Butte College or other appropriate training resource. Classes shall be subject to sufficient enrollment. In addition, the County shall set aside at least four thousand dollars (\$4,000) of training funds to assist in providing the above courses.

### **34.0 WORK LOAD/DISCIPLINE**

Any employee having difficulty maintaining their case/workload for any legitimate reason is encouraged to meet with their Supervisor for assistance and/or work reallocation. Disciplinary action will not be initiated for this reason.

### **35.0 ASSIGNMENT REQUESTS**

Should the County determine to establish new work sites, or eliminate existing work sites or otherwise need to re-locate employee's work locations, such relocation will be carried out using the following process:

- 1) The County shall provide to the UNION and to the employees, at the earliest possible time, information regarding the opening, closing, of work sites or the shifting of job duties, functions or personnel from one work site to another. Such notice shall include the location of work site(s) to be closed, reduced or otherwise modified and the work site(s) to be opened, increased, or otherwise modified, the number of positions by classification, which may be involved in any shift of work or personnel from one location to another and the approximate or expected date of any such transfer of employees or work.
- 2) The County shall allow employees who meet the qualifications for any new, relocated, or established positions to submit an "assignment request" on a form to be developed by the County and the UNION.



### **36.0 PERSONNEL RULES**

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

### **37.0 EMPLOYEE ASSISTANCE PROGRAM**

The County shall maintain the Employees Assistance Program.

### **38.0 IRS-125 PROGRAM**

The IRS-125 Program will continue in effect for the term of this agreement.

### **39.0 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.

### **40.0 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.

### **41.0 TRAVEL POLICY**

The County and UNION have agreed on the County's Travel Policy.

### **42.0 MEDICAL LEAVE POLICY**

The County and UNION have agreed on the County's Medical Leave Policy.

### **43.0 AGREEMENT**

#### **43.1 Full Agreement**

It is understood that this agreement represents the complete and final understanding on all negotiable issues between the County and the UNION. This agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the County and the UNION, 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 UNION 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.

#### **44.0 ENACTMENT**

This Memorandum of Understanding shall become effective when ratified by the UNION's membership and adopted by resolution of the Butte County Board of Supervisors. Upon such adoption, the provisions of this memorandum shall supersede and control over conflicting or inconsistent County ordinances, resolutions or rules.

#### **45.0 SAVINGS CLAUSE**

If any provision of this Memorandum of Understanding 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.

#### **46.0 PEACEFUL PERFORMANCE**

The parties to this memorandum agree that there shall be no job actions or lockouts during its term. Job action is defined as any strike, sit-down, stay-in, stick- out, refusal to work overtime, slowdown or picketing. In the event of any job action by any represented employee(s), the UNION shall, in writing, advise the employee(s) to cease their action(s) and resume normal work. The UNION 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 seek legal remedies, including damages, against them.

#### **47.0 TERM OF MEMORANDUM**

This Memorandum shall become effective upon the approval of the Board of Supervisors and the UNION and shall remain in full force and effect to and including June 30, 2021. The County and UNION shall begin the meet and confer process by March 1, 2021 and conclude negotiations in a reasonable time.

Signed and entered into this 30<sup>th</sup> day of June 2020.

UNION RATIFICATION

Ratified by the Teamsters-SSW Unit on the 15<sup>th</sup> day of June 2020.

COUNTY OF BUTTE

  
\_\_\_\_\_  
Sheri Waters, Director-Human Resources

TEAMSTERS LOCAL 137 – SSW  
UNIT

  
\_\_\_\_\_  
Misty Tanner, Teamsters Local 137

  
\_\_\_\_\_  
Jack Hughes, Chief Negotiator

COUNTY RATIFICATION

Approved by the Butte County Board of Supervisors this 21<sup>st</sup> day of July 2020.

  
\_\_\_\_\_  
Steve Lambert, Chair Butte County Board of Supervisors

ATTEST:

Shari McCracken  
Chief Administrative Officer  
and Clerk of the Board of Supervisors

By:   
(Shari McCracken)

# **Attachment A-Wage Schedule**

## Attachment A

(Effective 12/01/2018-3%)																
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
5348	Adoptions Specialist	45	\$24.26	\$25.47	\$26.74	\$28.08	\$29.48	\$30.95	\$32.50	\$1,940.80	\$2,037.60	\$2,139.20	\$2,246.40	\$2,358.40	\$2,476.00	\$2,600.00
5375	Deputy Public Guardian/Public Administrator	39	\$20.92	\$21.97	\$23.07	\$24.22	\$25.43	\$26.70	\$28.04	\$1,673.60	\$1,757.60	\$1,845.60	\$1,937.60	\$2,034.40	\$2,136.00	\$2,243.20
5373	Deputy Public Guardian/Public Administrator, Senior	43	\$23.09	\$24.24	\$25.45	\$26.72	\$28.06	\$29.46	\$30.93	\$1,847.20	\$1,939.20	\$2,036.00	\$2,137.60	\$2,244.80	\$2,356.80	\$2,474.40
5342	Employment and Eligibility Program Specialist	36	\$19.42	\$20.39	\$21.41	\$22.48	\$23.60	\$24.78	\$26.02	\$1,553.60	\$1,631.20	\$1,712.80	\$1,798.40	\$1,888.00	\$1,982.40	\$2,081.60
5344	Employment and Eligibility Specialist	30	\$16.75	\$17.59	\$18.47	\$19.39	\$20.36	\$21.38	\$22.45	\$1,340.00	\$1,407.20	\$1,477.60	\$1,551.20	\$1,628.80	\$1,710.40	\$1,796.00
5343	Employment and Eligibility Specialist, Senior	32	\$17.60	\$18.48	\$19.40	\$20.37	\$21.39	\$22.46	\$23.58	\$1,408.00	\$1,478.40	\$1,552.00	\$1,629.60	\$1,711.20	\$1,796.80	\$1,886.40
5354	Employment Case Manager	37	\$19.91	\$20.91	\$21.96	\$23.06	\$24.21	\$25.42	\$26.69	\$1,592.80	\$1,672.80	\$1,756.80	\$1,844.80	\$1,936.80	\$2,033.60	\$2,135.20
5353	Employment Case Manager, Senior	39	\$20.92	\$21.97	\$23.07	\$24.22	\$25.43	\$26.70	\$28.04	\$1,673.60	\$1,757.60	\$1,845.60	\$1,937.60	\$2,034.40	\$2,136.00	\$2,243.20
5337	Social Services Aide	29	\$16.34	\$17.16	\$18.02	\$18.92	\$19.87	\$20.86	\$21.90	\$1,307.20	\$1,372.80	\$1,441.60	\$1,513.60	\$1,589.60	\$1,668.80	\$1,752.00
5335	Social Worker	39	\$20.92	\$21.97	\$23.07	\$24.22	\$25.43	\$26.70	\$28.04	\$1,673.60	\$1,757.60	\$1,845.60	\$1,937.60	\$2,034.40	\$2,136.00	\$2,243.20
5333	Social Worker, Senior	43	\$23.09	\$24.24	\$25.45	\$26.72	\$28.06	\$29.46	\$30.93	\$1,847.20	\$1,939.20	\$2,036.00	\$2,137.60	\$2,244.80	\$2,356.80	\$2,474.40
4936	Veteran's Service Representative	35	\$18.95	\$19.90	\$20.90	\$21.95	\$23.05	\$24.20	\$25.41	\$1,516.00	\$1,592.00	\$1,672.00	\$1,756.00	\$1,844.00	\$1,936.00	\$2,032.80

# **Exhibit I - Flexible Benefits Options**

## Exhibit I – 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 March 17, 2017 \$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)