



**MEMORANDUM OF UNDERSTANDING**

**2014-2016**

**BETWEEN THE COUNTY OF BUTTE  
AND  
BUTTE COUNTY CORRECTIONAL OFFICERS  
ASSOCIATION-SUPERVISORY UNIT**

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE COUNTY OF BUTTE  
 AND  
 THE BUTTE COUNTY CORRECTIONAL OFFICERS' ASSOCIATION  
 SUPERVISORY UNIT**

**May 20, 2014 to May 19, 2016**

**TABLE OF CONTENTS**

**1.00 RECOGNITION** ..... 1

**2.00 MANAGEMENT RIGHTS** ..... 1

**3.00 ASSOCIATION SECURITY** ..... 1

    3.01 MAINTENANCE OF MEMBERSHIP ..... 2

    3.02 COUNTY RESPONSIBILITIES ..... 3

**4.00 ASSOCIATION RIGHTS** ..... 4

    4.01 USE OF COUNTY FACILITIES AND RESOURCES ..... 4

    4.02 BULLETIN BOARDS ..... 5

    4.03 ACCESS TO EMPLOYEES ..... 5

    4.04 INFORMATION TO ASSOCIATION ..... 5

    4.05 NEW CLASSIFICATIONS ..... 6

    4.06 NEW MEMBER INFORMATION ..... 6

    4.07 ASSOCIATION RELEASE TIME BANK ..... 6

**5.00 ASSOCIATION** ..... 7

    5.01 ASSOCIATION NEGOTIATORS ..... 7

    5.02 EMPLOYEE REPRESENTATIVES ..... 7

**6.00 NON-DISCRIMINATION** ..... 7

    6.01 INDIVIDUAL RIGHTS ..... 7

**7.00 HOURS OF WORK** ..... 7

    7.01 WORK SCHEDULES ..... 7

    7.02 ALTERNATE SCHEDULES ..... 8

    7.03 MEAL PROVIDED ..... 8

**8.00 COMPENSATION** ..... 9

    8.01 SALARY ..... 9

    8.02 CELL PHONE ..... 9

    8.03 ACCUMULATED COMPENSATORY TIME OFF (CTO) ..... 9

    8.04 OVERTIME EXEMPT EMPLOYEES ..... 9

    8.05 ADMINISTRATIVE LEAVE ..... 10

    8.06 BILINGUAL PAY DIFFERENTIAL (BILINGUAL PREMIUM) ..... 10

    8.07 TEMPORARY ASSIGNMENT TO A HIGHER PAID CLASSIFICATION (TEMPORARY UPGRADE) ..... 11

    8.08 SHIFT DIFFERENTIAL PAY ..... 11

    8.09 DISABILITY INSURANCE ..... 11

    8.10 PERFORMANCE EVALUATION AND DENIAL OF STEP INCREASES ..... 11

    8.11 STEP INCREASES ..... 11

    8.12 PROMOTIONAL INTERVIEWS ..... 11

    8.13 PERS PAYMENT – UNIFORMS (UNIFORM ALLOWANCE) ..... 11

<b>9.00</b>	<b><u>VACATION LEAVE</u></b>	<b>12</b>
9.01	<u>VACATION BUY BACK</u>	12
9.02	<u>VACATION LEAVE USAGE</u>	12
9.03	<u>VACATION PAY-OUT</u>	12
9.04	<u>VACATION SCHEDULING</u>	12
<b>10.00</b>	<b><u>LEAVE OF ABSENCE</u></b>	<b>12</b>
10.01	<u>COUNTY’S MEDICAL LEAVE POLICY</u>	12
10.02	<u>PATERNITY LEAVE</u>	12
10.03	<u>SALARIED EMPLOYEE LEAVE</u>	12
10.04	<u>PAID ADMINISTRATIVE LEAVE</u>	13
10.05	<u>JURY AND WITNESS LEAVE</u>	13
10.06	<u>BEREAVEMENT LEAVE</u>	13
<b>11.00</b>	<b><u>SICK LEAVE</u></b>	<b>13</b>
<b>12.00</b>	<b><u>HOLIDAYS</u></b>	<b>13</b>
<b>13.00</b>	<b><u>HEALTH AND INSURANCE PLAN</u></b>	<b>13</b>
13.01	<u>HEALTH PLAN</u>	13
13.02	<u>DESCRIPTION</u>	14
13.03	<u>PARTICIPATION LEVELS</u>	14
13.04	<u>ADMINISTRATION</u>	15
13.05	<u>RETIRED EMPLOYEE OPTIONS</u>	15
13.06	<u>BENEFIT PLAN - REVIEW COMMITTEE</u>	16
13.07	<u>LIFE INSURANCE</u>	17
13.08	<u>EMPLOYEE ASSISTANCE PROGRAM</u>	17
<b>14.00</b>	<b><u>RETIREMENT PLAN</u></b>	<b>17</b>
14.01	<u>RETIREMENT CREDIT FOR SICK LEAVE</u>	18
14.02	<u>RETIREMENT HEALTH SAVINGS ACCOUNT</u>	18
14.03	<u>RETIREMENT CONTRIBUTION</u>	19
<b>15.00</b>	<b><u>REIMBURSEMENT OF EXPENSES</u></b>	<b>19</b>
15.01	<u>MEAL REIMBURSEMENTS</u>	19
15.02	<u>EXPENSE REIMBURSEMENT</u>	19
15.03	<u>TUITION REIMBURSEMENT</u>	19
15.04	<u>CONCEALED WEAPONS PERMIT</u>	19
<b>16.00</b>	<b><u>GRIEVANCE PROCEDURE</u></b>	<b>19</b>
16.01	<u>INTENT</u>	19
16.02	<u>DEFINITION AND SCOPE OF A GRIEVANCE</u>	20
16.03	<u>GRIEVANCE PROCEDURE STEPS</u>	20
16.04	<u>CONSISTENT AWARDS</u>	23
16.05	<u>ADMINISTRATION OF THE GRIEVANCE PROCEDURE</u>	23
<b>17.00</b>	<b><u>DISCIPLINARY PROCEDURES</u></b>	<b>24</b>
17.01	<u>DEFINITION OF DISCIPLINE</u>	24
17.02	<u>PRE-DISCIPLINARY NOTICE</u>	25
17.03	<u>DISCIPLINARY APPEALS</u>	25
17.04	<u>RIGHT TO REPRESENTATION</u>	26
17.05	<u>NOTICE OF ASSOCIATION</u>	26
<b>18.00</b>	<b><u>COMMITTEES</u></b>	<b>26</b>
18.01	<u>COUNTY SAFETY COMMITTEE</u>	26

<b>19.00</b>	<b><u>PAST PRACTICES</u></b>	<b>27</b>
<b>20.00</b>	<b><u>SIDELETTERS</u></b>	<b>27</b>
<b>21.00</b>	<b><u>AGREEMENT</u></b>	<b>27</b>
21.01	<u>FULL AGREEMENT</u>	27
21.02	<u>PROBATIONARY PERIOD</u>	27
21.03	<u>ENACTMENT</u>	27
21.04	<u>SAVINGS CLAUSE</u>	27
21.05	<u>PEACEFUL PERFORMANCE</u>	28
21.06	<u>SMOKING POLICY</u>	28
21.07	<u>COMPENSATION STUDY</u>	28
21.08	<u>TERM OF MEMORANDUM</u>	28
	<b><u>ATTACHMENT A; SALARY SCHEDULE</u></b>	<b>30</b>
	<b><u>ATTACHMENT B; EMPLOYEE REPRESENTATION RELEASE FORM</u></b>	<b>32</b>
	<b><u>EXHIBIT I; FLEXIBLE BENEFITS OPTIONS</u></b>	<b>35</b>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF BUTTE  
AND  
THE BUTTE COUNTY CORRECTIONAL OFFICERS' ASSOCIATION  
SUPERVISORY UNIT**

Pursuant to the provisions of the Meyers–Milius–Brown Act, Section 3500 et seq. of the California Government Code and Chapter 10 of the Butte County Personnel Rules, representative of the County of Butte, hereinafter called "County", and the Butte County Correctional Officers Association, hereinafter called "Association", have "met and conferred" concerning the subject of wages, hours and working conditions for employees in the "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 unit. It is agreed as follows:

**1.00 RECOGNITION**

The County recognizes the Butte County Correctional Officers Association – Supervisory Unit as the exclusive representative for Correctional Sergeants and Lieutenants pursuant to Section 3501b of the California Government Code and the County Employer/Employee Relations Policy set forth in Chapter 10 of the Butte County Personnel Rules. Such designated classifications and positions are attached hereto as 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 rights to determine the mission of its constituent departments, commissions and boards; set standards of selection for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this agreement.

**3.00 ASSOCIATION SECURITY**

The Association shall be provided payroll deduction for membership dues. The Association shall provide the County Human Resources Department with a written authorization on a form approved by the County, signed by the Association member

authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County shall, through the Human Resources Department, forward in a timely manner payroll deductions withheld from employees within the Association. The Association shall immediately notify the Human Resources Department of any cancellation or changes in the deduction authorizations. The County shall not be liable to the Association, employees or any other party by reason of this section, for the remittance or payment of any sum other than the actual deductions made from the employee's paycheck. The Association shall save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this section.

### **3.01 Maintenance of Membership**

- a. Agency Shop- The parties acknowledge that the Butte County Correctional Officer's-Supervisory Bargaining Unit has been declared an agency shop in accordance with Government Code Section 3502.5 (b). Designation of an Agency Shop requires all employees in the bargaining unit to either join the recognized Association, pay a service fee as determined by the Association, or meet the religious objection requirement per Government Code Section 3502.5 (c).
  1. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or finally support public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a nonreligious, non labor charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, chosen by the employee from a list. Proof of the payments shall be made on a biweekly deduction report to the Union as a condition of continued exemption from the requirement of financial support to the Union.
    - \* American Red Cross
    - \* Butte College Foundation Fund
    - \* Pediatric Aids Foundation
  2. To qualify for the religious exemption, the employee must provide to the Union, with a copy to the County, a written request for the exemption, along with verifiable evidence of membership in a religious body as described above. The County will implement the religious exemption within thirty (30) days of the written request unless notified by the Union that the requested exemption is not valid.

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

### **3.02 County Responsibilities**

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

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

- b. If through error, the full amount due to be deducted is not deducted and remitted to the Union, the County will, upon written request from the Union and notice to the affected employee, provide subsequent deductions until the shortage is corrected. For its part, the Union shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the County and remitted to the Union.
- c. If an employee enters a non-paid status, it shall be the employees responsibility to submit dues directly to the Association in order to maintain any and all benefits of the Association.
- d. 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.

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 third party claims, demands or suits, or any other action arising from this section. The County will generally utilize attorneys from its County Counsel Office at Association expense to represent it in any matter arising under this section 3.01. However, the County may select and utilize outside counsel of its choice at Association expense if it deems is appropriate or otherwise necessary to address any third party matter arising under this section

#### **4.00 ASSOCIATION RIGHTS**

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

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

#### **4.02 Bulletin Boards**

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

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 (excluding internal Association 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 the Association may grieve the application of this section up to and including Step 3 of the grievance procedure.

#### **4.03 Access to Employees**

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

#### **4.04 Information to Association**

Except in cases of emergency, the County will maintain communication with the Association President and Labor Representative on all actions, within the scope of representation, that impact members thirty (30) days prior to implementation of said action.

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 classification. 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;
- Organizational Chart including position,

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

#### **4.06 New Member Information**

The County will distribute information regarding the Association and Unit to each employee hired into a Unit position. The information shall be furnished by the Association at its expense and is subject to County approval.

#### **4.07 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 over time.
3. Time may be used for:
  - a. Bargaining preparation

- b. Association meetings
- c. Releasing an employee representative to assist a member at the formal steps of the disciplinary and grievance procedures.

## **5.00 ASSOCIATION**

### **5.01 Association Negotiators**

The Association shall be allowed to designate up to four (4) employees on paid time, with two (2) alternates, to serve as representatives to negotiate with the County. These representatives shall be exclusive of paid staff negotiators. The Association shall provide the Director of Human Resources with the name, classification and department assigned of each of the negotiators.

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

### **5.02 Employee Representatives**

The Association shall have the right to establish Employee Representatives for the Unit.

## **6.00 NON-DISCRIMINATION**

### **6.01 Individual Rights**

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

## **7.00 HOURS OF WORK**

### **7.01 Work Schedules**

Except as provided below, the normal work schedule shall be twelve (12) hour shifts beginning at 7:00 a.m. or 7:00 p.m. The normal work schedule shall be eighty-four (84) 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. Notice shall constitute a posted work schedule, except that if any employee is on approved vacation, training, etc., notice shall require telephone contact or written notice to the employee's home address.

In the event an employee is placed on Paid Administrative Leave the following workday the employee's schedule shall be changed at the sole discretion of the Sheriff, to Monday through Friday day shift, which traditionally is 5-8's, 4-10's or similar schedule. Employees who are on 24 hour/7 day a week coverage schedule will continue to bank Holiday time as Holidays occur while on said leave. 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 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.

## **7.02 Alternate Schedules**

- a. Upon the recommendation of a department head, flex-time, job-sharing and voluntary reduced work hour's programs may be established, after consultation with the Director of Human Resources and the Association. Any job-sharing program will require that the benefits be pro-rated or as otherwise mutually agreed upon by both parties in writing.
- b. Should the County elect to eliminate an existing special schedule, it will notify the Association and provide opportunity for the Association to meet and confer on the impact of the decision.
- c. Work schedules may include twelve (12) hour schedules, 9/80 schedules, 4/10 schedules, and/or other alternative scheduling patterns. Individuals assigned to such schedules shall accrue leaves and holidays on the same basis as employees working the standard 5/8 work schedule; that is, eight (8) hours per day. Employees shall be charged time off based on the number of hours in the work day missed.

## **7.03 Meal Provided**

Jail personnel will be provided one hot meal and shall provide sufficient quantities of food for day and night shift personnel at no expense due to being restricted to remain at the jail during meal period.

## **8.00 COMPENSATION**

### **8.01 Salary**

All wages in the salary/step schedule shall be increase by two percent (2%) effective May 24, 2014. All wages in the salary/step schedule for employees shall be increased by an additional two percent (2%) effective May 23, 2015.

\*Refer to Section 14.01-Retirement Contribution of this agreement for additional information regarding compensation.

### **8.02 Cell Phone**

Effective the month following adoption of this MOU, the County shall provide all Lieutenant's with a monthly stipend of seventy dollars (\$70) to purchase and maintain a cell phone. The cell number must be provided to the Sheriff. The purpose of this stipend is to reimburse command staff for the use of their personnel cell phones.

### **8.03 Accumulated Compensatory Time Off (CTO)**

1. An employee who has requested use of accumulated CTO shall be permitted by the appointing authority to use such time within a reasonable period unless the request unduly disrupts departmental operations.
2. An employee who has accumulated CTO shall, upon termination from County employment, be paid for the CTO at the current hourly rate with the termination pay settlement.

### **8.04 Overtime Exempt Employees**

Overtime exempt employees receive Administrative Leave in lieu of overtime. Section 8.04 provides for provision of additional Administrative Leave for employees working extraordinary hours on an extended basis.

In addition to the provisions above, upon the recommendation of the Department Head, the County Administrative Officer may approve providing of straight time compensatory time off under all of the following circumstances:

1. The existence/occurrence of extraordinary circumstances such as: natural or man caused disasters including chemical spills, storms, earthquakes, extended out of area trials, civil disturbances, job actions, major administrative problems, emergency callouts, etc.

2. An employee working hours significantly in excess of normal and beyond that compensated for by administrative leave. Granting of Compensatory Time Off pursuant to this section shall be for specific occurrences only. It shall not be utilized for cumulative time worked; which shall continue to be handled pursuant to Section 8.04. This Section shall not be construed to place salaried management personnel on an hourly overtime basis, nor to compensate employees for all hours worked on an hour for hour basis. It shall apply only in the extraordinary circumstances outlined above. Decisions of the County Administrative Officer shall be final and not subject to any form of appeal.

#### **8.05 Administrative Leave**

- a. Regular Administrative Leave

Employees exempt from paid overtime shall earn fifty-six (56) hours administrative leave per year accumulated to a maximum of 352 hours.

- b. Extraordinary Circumstances

In extraordinary circumstances, a Department Head may recommend to the Board of Supervisors that additional administrative leave be granted to an employee(s). Extraordinary circumstances shall mean circumstances involving extended periods of very long hours. The additional leave shall not be construed to constitute overtime compensation nor shall it be construed to compensate employees on an hour for hour basis. Examples for classifications which might qualify for additional leave shall include Deputy District Attorney and County Counsel classifications involved in extended trials, etc.

#### **8.06 Bilingual Pay Differential (Bilingual Premium)**

When it has been determined that an employee's use of bilingual language skills or specialized communication skills are essential and critical for the successful performance of job duties, a bilingual differential shall be paid at a rate of eighty dollars (\$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). 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, and procedures for review of continued need on no less than an annual basis. Extra help shall not be eligible to receive the bilingual pay differential.

**8.07 Temporary Assignment to a Higher Paid Classification (Temporary Upgrade)**

Refer to Personnel Rules

**8.08 Shift Differential Pay**

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

**8.09 Disability Insurance**

This subject is addressed by the Side Letter dated 12/27/10.

**8.10 Performance Evaluation and Denial of Step Increases**

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

**8.11 Step Increases**

Refer to Personnel Rules

**8.12 Promotional Interviews**

Refer to Personnel Rules

**8.13 PERS Payment – Uniforms (Uniform Allowance)**

Effective the month following adoption of this MOU, the County shall report \$50.00 to PERS monthly for uniforms and pay the required contributions on this value for both miscellaneous and safety members, regardless of how uniforms are supplied and maintained. This provision shall only apply to Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA).

**9.00 VACATION LEAVE**

Refer to Personnel Rules

**9.01 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.

**9.02 Vacation Leave Usage**

Any member of this unit, while out on a pre-approved vacation, shall be allowed the use of sick leave if at any point during their vacation the member becomes ill or injured. The use of sick leave shall be limited to the date of illness or injury. The use of additional sick leave may be required, pending the medical certification.

**9.03 Vacation Pay-Out**

Upon separation, an employee shall be compensated for all unused vacation accrual.

**9.04 Vacation Scheduling**

Refer to Personnel Rules

**10.00 LEAVE OF ABSENCE**

**10.01 County's Medical Leave Policy**

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

**10.02 Paternity Leave**

Employees shall be granted a leave of absence as provided for in the County's Medical Leave Policy included in the County Personnel Rules.

**10.03 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.

**10.04 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.

**10.05 Jury and Witness Leave**

Refer to Personnel Rules

**10.06 Bereavement Leave**

Refer to Personnel Rules

**11.00 SICK LEAVE**

Refer to Personnel Rules

**12.00 HOLIDAYS**

Refer to Personnel Rules

**13.00 HEALTH AND INSURANCE PLAN**

**13.01 Health Plan**

All regular employees assigned to a one-half (1/2) time or more position and the employee's 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 (with no qualifying leave or accrued leave usage), shall receive prorated 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 limitation with the health plan carriers. Coverage shall commence when the employee is eligible for coverage under PERS rules and the health plan carriers' 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.

**13.02 Description**

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

**13.03 Participation Levels**

During the term of this contract the County shall pay the amounts set forth below toward premium for health insurance coverage elected through PERS. These amounts are inclusive of the PERS minimum health contribution. If the employee elects medical coverage, then the employee must participate in a dental plan option and the vision insurance (Core Plan) effective the month following ratification of this agreement. The County will pay to Employee's Flexible Benefit Account the following amounts:

Employee Only	\$462.78
Employee Plus One	\$921.30
Family	\$1,207.41

The contributions listed above will first be applied to health insurance premiums with any remaining amount going next to dental and then to vision premiums.

**Option B - FLEXIBLE BENEFIT OPTIONS**

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

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 Option B. Employees

hired on or after January 1, 2014, will receive an employer flex credit monthly contribution of Two Hundred Dollars (\$200) per month for employees who elect Option B. Employees can use this contribution toward any of the Flexible Benefit Options listed in the Flexible Benefits Options Exhibit.

#### **13.04 Administration**

- a) No benefits will be paid to employees in Option B until proof of insurance is on file in the Department of Human Resources. Qualified insurance is a plan which qualifies under the Patient Protection and Affordable Care Act.
- b) Part-time regular help employees will receive proportional benefits as provided in the Memorandum of Understanding. For purposes of benefit plan eligibility, all employees assigned to a one-half (1/2) time or more position, and the employee's dependents, shall be entitled to participate in the county's Flexible Benefits Plan. Employee working less than full-time, shall receive prorated flex benefit contributions 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; seventy-five percent (75%), for employees working forty-six (46) to sixty-four (64) hours; or one hundred percent (100%), for employees working sixty-five (65) hours or more.

This section does not affect part-time employees grandfathered into full-time benefit status under Section 13.01 of the MOU.

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

#### **13.05 Retired Employee Options**

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

Employees with ten (10) years or more of cumulative service with Butte County who, upon termination, immediately retire under the provisions of the County's contract with the Public Employees' Retirement System shall be eligible for the health benefit only coverage for themselves (employees only) to age 65. 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 11.02 of this memorandum one of the following choices: 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) to receive one (1) month of reimbursable health only premium for each two and one-half (2 1/2) days in excess of thirty (30) days accrued sick leave to cover both employee and spouse to the Medicare Qualifying age; or 3) 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 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 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 forfeit 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 lowest cost combination of medical, dental and vision benefit offered by the County with an employee only premium of no less than \$600/month and an individual deductible of no more than \$2,000..

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

After an employee's death, the employee's spouse may use remaining sick leave, subject to the provisions of this section, to purchase medical benefits if the employee elected survivor benefits for the employee's PERS retirement pension and any other applicable requirements.

### **13.06 Benefit Plan - Review Committee**

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

### **13.07 Life Insurance**

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

### **13.08 Employee Assistance Program**

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

## **14.00 RETIREMENT PLAN**

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.

BCCOA-Supervisory 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 ("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 2.7% @ 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 PEPR. BCCOA-Supervisory 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 (“CalPERS”). The retirement program is integrated with Social Security and the retirement benefit is based on the highest single year of salary and on the 2% @ 50 formula.

#### **14.01 Retirement Contribution**

Employees contribute towards pension funding as follows:

Employees determined to be classic members by CalPERS pay the nine percent (9%) employee share of pension funding. Employees determined to be new members by CalPERS pay one-half of the normal cost of their pension. Effective the pay period beginning 05/24/14, classic member employees and new member employees will pay on a pre-tax basis to the extent allowed by law three percent (3%) of salary to help fund the employers’ share of the CalPERS pension.

The County will increase base wages for classic member employees and new member employees by two and a quarter percent (2.25%) effective the pay period beginning 05/24/14, when employees shall begin paying three percent (3%) of the employer’s share of the CalPERS pension.

The parties will discuss impacts of any decision by the State or Federal Government, which prohibits employees from making any of these payments on a pre-tax basis.

#### **14.02 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 13.05. 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).

Additionally, this application must be made at the time of retirement.

**14.03 Retirement Health Savings Account**

The County shall work with the Association to establish as soon as feasible a Retiree Medical Savings mechanism that employees may make regular contributions to on a pretax basis. If possible the plan should include the ability to make lump sum contributions. The establishment of this plan shall be by mutual agreement. There shall be no cost to the County during the duration of this agreement.

**15.00 REIMBURSEMENT OF EXPENSES**

**15.01 Meal Reimbursements**

Refer to Travel Policy in the Personnel Rules

**15.02 Expense Reimbursement**

Refer to the County's Travel Policy (Board Approved 09/24/13).

**15.03 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.

**15.04 Concealed Weapons Permit**

At no expense to the employee, the Sheriff will have the ability to designate that certain Correctional Officer positions (as defined by 831.5 PC) in the Corrections Division require the possession of a Concealed Weapons Permit issued pursuant to 12050(2)(D) PC. In addition to any other standard restrictions/endorsements, the permit will be endorsed to be valid only while on duty or commuting to and from their duty assignment.

**16.00 GRIEVANCE PROCEDURE**

**16.01 Intent**

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

An employee (or employees) or the Association shall have the right to present a grievance pursuant to this procedure. The employee (or employees) may be represented by the Association or an individual of his/her choice in the formal steps of this procedure; provided however, that employees may not be represented by officers or staff who are employees of an employee organization/union other than the exclusive representative, without the expressed permission of such exclusive representative. Employees who present a grievance shall not suffer reprisal or other punitive action by the County or the Association because of the exercise of the right to present or appeal a grievance. An employee (or employees) who have a grievance shall be given reasonable time off without loss of pay or benefits to present the grievance to County management pursuant to this procedure. If the Association files on behalf of a member, the member must be named.

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

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

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

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

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

### Step (1)

#### Second-Level Management Representative.

(This step is optional and may be omitted from the procedure in a department or a division thereof by the appointing authority. The County shall provide the Association with a written list of those departments which will utilize this step.) If the issue is not settled by the informal discussion, it may be formally submitted to the second level management representative designated by the appointing authority. The grievance shall be submitted within thirty (30) days of the occurrence or the employees knowledge of the occurrence which gives rise to the grievance, and shall be submitted formally in writing stating the nature of the grievance and the suggested solution. Within seven (7) days after receiving the written grievance, the second-level management representative shall meet with the employee. Within seven (7) days thereafter a written decision shall be delivered to the employee.

### Step (2)

#### Appointing Authority.

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

### Step (3)

#### Mediation.

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

process is completed. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal and shall be considered advisory.

Step (4)

Arbitration.

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

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. If either party is dissatisfied with the list of seven (7) names provided by the California State Mediation and Conciliation Service, within five (5) days of receipt they may request a list of an addition seven (7) qualified arbitrators to add to the total selection.
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 or Step 3 if used, of this procedure by submitting a written request for arbitration to the Director of Human Resources.
3. In cases in which the Association represents the grievant, the County and Association shall share the arbitration cost on a 50/50 basis. In cases in which the Association is not representing the grievant or the Association declines to carry a case to the arbitration step, the fees and expenses of arbitration shall be shared on a 50/50 basis by the County and the employee. Each party, however, shall bear the cost of its presentation including preparation and post-hearing briefs, if any, provided that witnesses necessary to the presentation of the employee's case shall be granted necessary time off without loss of pay or benefits to appear at the arbitration hearing.
4. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by law.

5. No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the Unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Section 16.02 and is consistent with all provisions herein. Any dispute as to arbitrability shall be decided prior to any hearing on the merits unless the arbitrator rules that the issues are not separable. Whenever possible, a bench arbitrability decision shall be issued immediately.
6. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be arbitrated and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, maybe referred to arbitration under this section.
7. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is within the authority of the Board of Supervisors or other legislative body or to establish any new terms or conditions of employment. The Arbitrator's decision shall be limited only to the applications and interpretation of the existing rule in the matter referred for consideration.
8. The County and Association shall exchange witness lists seven (7) calendar days prior to Arbitration Hearings. Should it become necessary to supplement the list(s), the other party will be notified as soon as possible.

#### **16.04 Consistent Awards**

Pursuant to Board of Supervisors Resolution #01-013, the Human Resources Director shall have the authority to settle individual grievances up to a maximum of \$10,000. No settlement or award shall be made under the grievance procedure which is inconsistent with this Resolution or 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.

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

- a. As used herein, a "formally submitted grievance" shall include a concise description of the problem; the section or sections of the memorandum, law, ordinance, resolution, regulation or rule alleged to have been violated; the proposed remedy; the date of the grievance; the date the grievance was filed; and the signature(s) of the person or persons filing the grievance.

- b. If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits the grievance shall be considered resolved.
- c. If a County representative does not render a decision to the employee within the time limits, the employee may, within seven (7) days thereafter, appeal to the next step in the procedure.
- d. If in the judgment of a management representative, the management representative does not have the authority to resolve the grievance, the grievance may be referred to the next step of the procedure.
- e. By agreement in writing, the parties may extend any or all of the time limits of the grievance procedure.
- f. A copy of all formal grievance decisions shall be forwarded to the grievant, the Director of Human Resources and the Association.
- g. After consultation with the Association, the Director of Human Resources may temporarily suspend or consolidate grievance processing on a section-wide basis in an emergency situation. Emergencies shall be defined a natural or civil disaster or overburdening of the grievance procedure by submission of multiple grievances filed as a job action tactic. The Association may appeal the suspension or consolidation action of the Director of Human Resources at the arbitration step of the grievance procedure. In the event of such appeal, the County and the Association agree to jointly request a list of arbitrators from the State Mediation and Conciliation Service within two (2) working days of the Director'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's action under this section shall pay the full cost of the arbitrator.

## **17.00 DISCIPLINARY PROCEDURES**

### **17.01 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 compensation, suspension without pay, and written reprimand. Disciplinary action may be taken by the appointing authority or his/her designated representative for just cause and reasonable cause as set forth in Section 2.54 of the Personnel Rules."

## **17.02 Pre-Disciplinary Notice**

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

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

An appointing authority or a designated representative taking disciplinary action against an employee may, when it is necessary for the operation of the department, or to conduct an investigation into the allegation, assign the employee to less critical duties during the five (5) day review period. When the 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 Personnel.

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

## **17.03 Disciplinary Appeals**

The Association may appeal the taking of disciplinary action against an employee pursuant to the steps of the Grievance Procedure, commencing at the step above the level at which the disciplinary action was taken or imposed. Disciplinary Actions appealable under this section shall be dismissal (except for

probationary release or rejection, including promotional probationary rejection), demotion (except for demotion due to layoffs or reduction in force), reduction in compensation, and suspension without pay. Oral and written reprimand and evaluations shall not be appealable under this Section. Employees shall have the right to submit, within thirty (30) days after receipt, a reasonable amount of response and rebuttal material to any written reprimand and or adverse evaluation, but oral and written reprimands and adverse evaluations shall not be subject to the grievance procedure.

Where the Association elects arbitration of discipline, the grievance procedure shall be the sole and exclusive means of appeal.

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

The County shall advise the employee of his/her right to be represented by the Association or other representative of his/her choosing at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected to be imposed. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to twenty-four (24) hours not including Saturdays, Sundays or holidays, in order to permit the employee to obtain representation. Nothing herein shall be construed to preclude the department and the employee, after due consideration of the facts and circumstances of the department's allegations, from abandoning or modifying the proposed disciplinary action by mutual consent.

#### **17.05 Notice of Association**

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

### **18.00 COMMITTEES**

#### **18.01 County Safety Committee**

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

**19.00 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.

**20.00 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.

**21.00 AGREEMENT**

**21.01 Full Agreement**

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered by this Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained prior to the execution of the Memorandum of Understanding. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without mutual agreement. This Memorandum of Understanding shall remain in full force and effect until a new Memorandum of Understanding is ratified or the County imposes its last, best and final proposal.

**21.02 Probationary Period**

Refer to Personnel Rules.

**21.03 Enactment**

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

**21.04 Savings Clause**

If any provision of this memorandum shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this

Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

**21.05 Peaceful Performance**

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

**21.06 Smoking Policy**

The County and Association have agreed that the draft smoking policy shall be implemented. Alleged violation of the policy will be grievable.

**21.07 Compensation Study**

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

El Dorado, Placer, Solano, Sutter, Yolo and Yuba

The Association may complete a total compensation study six months prior to the expiration of the contract. The survey shall use the above counties based on top step salary, uniform allowance, max longevity, max education, employee retirement contribution picked up by the employer, max health, dental and vision contribution by employer. The date of the Survey shall be the day after the contract expires. The County may validate the results of the survey.

**21.08 Term of Memorandum**

This Memorandum shall become effective upon the approval of the Board of Supervisors and the Association and shall remain in full force and effective from May 20, 2014 up to and including May 19, 2016. The County and Association shall begin the meet and confer process by, December 31, 2015 and endeavor to conclude negotiations in a reasonable time.

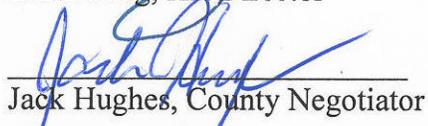
Signed and entered into this 20<sup>th</sup> day of May, 2014.

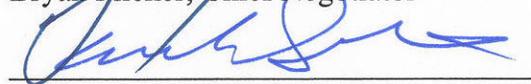
COUNTY OF BUTTE

BUTTE COUNTY CORRECTIONAL  
OFFICERS' ASSOCIATION –  
SUPERVISORY UNIT NEGOTIATORS

  
\_\_\_\_\_  
Brian Ring, HR Director

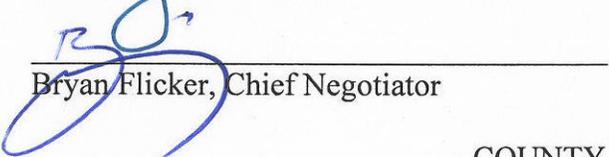
  
\_\_\_\_\_  
Bryan Flicker, Chief Negotiator

  
\_\_\_\_\_  
Jack Hughes, County Negotiator

  
\_\_\_\_\_  
Mark Salvo, Labor Consultant

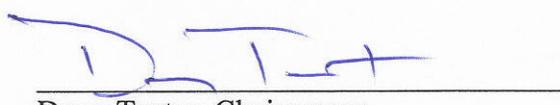
ASSOCIATION RATIFICATION

Ratified by the Butte County Correctional Officers' Association on this 12<sup>th</sup> day of May, 2014

  
\_\_\_\_\_  
Bryan Flicker, Chief Negotiator

COUNTY RATIFICATION

Ratified by the Butte County Board of Supervisors this 20<sup>th</sup> day of May, 2014. Minute Order No. 052014-4.05

  
\_\_\_\_\_  
Doug Teeter, Chairperson  
Butte County Board of Supervisors

ATTEST:

Paul Hahn  
Chief Administrative Officer  
and Clerk of the Board of Supervisors

By:   
\_\_\_\_\_

**Attachment**  
**A**  
**Salary Schedule**

**Attachment A**

SECTION 57  
SALARY PLAN FOR CLASSIFIED POSITIONS

REFERENCE B  
BLUTE COUNTY CORRECTIONAL OFFICERS' ASSOCIATION - SUPERVISORY UNIT CLASSIFICATIONS

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
6821	Correctional Lieutenant	56	\$28,694.9	\$30,129.6	\$31,636.1	\$33,217.9	\$34,873.8	\$36,622.7	\$38,453.9	\$2,295.59	\$2,410.37	\$2,530.89	\$2,657.43	\$2,790.30	\$2,929.82	\$3,076.30
Effective 05/24/14 4.25%																
6821	Correctional Lieutenant	56	\$29,314.0	\$31,409.7	\$32,990.2	\$33,217.9	\$35,362.7	\$38,178.7	\$40,087.6	\$2,393.12	\$2,512.78	\$2,638.42	\$2,770.34	\$2,908.88	\$3,054.30	\$3,207.01

# **Attachment**

## **B**

# **Employee Representation Release Form**

## ATTACHMENT B

### BUTTE COUNTY CORRECTIONAL OFFICERS ASSOCIATION SUPERVISORY UNIT PROCEDURE FOR RELEASE OF EMPLOYEES AND EMPLOYEE REPRESENTATIVES FOR REPRESENTATION OF EMPLOYEES

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

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

#### EMPLOYEE REPRESENTATION RELEASE RECORD

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

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

EMPLOYEE REPRESENTATION RELEASE TIME RECORD

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

\*\*\*\*\*

Employee Requesting Representation:

\_\_\_\_\_

Reason: [ ] Grievance [ ]Discipline Appeal

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

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

\*\*\*\*\*

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

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

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

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

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

\*\*\*\*\*

Steward/Employee Representative Supervisor:

\_\_\_\_\_

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

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

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

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

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

# **Exhibit**

## **I**

# **Flexible Benefits Options**

## Butte County Flexible Benefits Options

### Employee A

1. Core Plan (must enroll in all three).
  - a. A PERS medical option.
  - b. Dental Plan of America or any of the Delta Dental Plan Options.
  - c. Vision Services Plan.
2. Flexible Benefit Options.
  - a. Taxable cash back of up to \$403.34/month (\$200/month for those hire on or after January 1, 2014) (based on sufficient flex credits).
  - b. Pre-Tax spending accounts:
    - Dependent Care.
    - Unreimbursed medical expenses.

### Employee B

1. Flexible Benefit Options.
  - a. Taxable cash back of up to \$403.34/month (\$200/month for those hire on or after January 1, 2014) (based on sufficient flex credits).
  - b. Pre-Tax spending accounts:
    - Dependent Care.
    - Unreimbursed medical expenses.