



MEMORANDUM OF UNDERSTANDING

2020-2021

BETWEEN THE COUNTY OF BUTTE

AND

BUTTE COUNTY DEPUTY DISTRICT ATTORNEYS'

ASSOCIATION

(ATTORNEYS' UNIT)

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF BUTTE
AND
BUTTE COUNTY DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**

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

This Memorandum of Understanding ("MOU") 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 Association as the exclusive representative for the employees designated in the Attorneys' Bargaining 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 11 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 MOU.

3.00 MEMBERSHIP DUES

3.01 Employee Authorization and Membership Dues Deductions

All employees within the bargaining unit represented by the Association may voluntarily join the Association and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (hereinafter "Membership Dues") as determined by the Association.

It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay Membership Dues (i.e., members). The Association shall certify to the County the identity of such members and the amount of the Membership Dues.

All Membership Dues will be paid to the Association by payroll deductions implemented by the County.

The Parties agree that upon certification of the Association that it has and will maintain employee's written authorization, the County will deduct Membership Dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the County, without delay, along with a list of the employees who have had said dues deducted. Such dues deductions shall continue unless and until modified by the Association. The County shall also indicate any changes in personnel from the list previously furnished. If through error, the full amount due to be deducted is not deducted and remitted to the Association, the County will, upon written request from the Association and notice to the affected employee, provide subsequent deductions until the shortage is corrected. For its part, the Association shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the County and remitted to the Association.

If an employee in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the County shall direct the employee to the Association. Any such revocation, cancellation and/or change shall only be effective when submitted by the Association directly to the County and is subject to the terms and conditions set forth in the original payroll deduction/authorization.

3.02 County Responsibilities

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).

The County shall provide the Association written notice of new employee orientations, whether in person or online, at least ten (10) business days prior to the orientation. The notice shall include time, date, and location of the orientation. Representatives of the Association shall be permitted to meet with the new employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory. Alternatively, after receiving

written notice of the new employee orientation, the Association and the District Attorney may arrange for an alternative new employee orientation for the Association at a mutually agreeable time. The specific date, time, and location of the alternative meeting with new employees will be coordinated by the District Attorney (or designee) and the President of the Association (or designee).

3.03 Indemnification and Hold Harmless

It is specifically agreed that the County assumes no obligation with respect to the Association payroll deductions other than those specified in this Section. The Association 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 Association expense to represent it in any matter arising under these sections 3.01-3.03. However, the County may select and utilize outside counsel of its choice at Association expense. The County agrees to promptly remit such monies to the Association each month together with an alphabetical list of unit members, categorized as to member or non-member of the Association, 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. If through error, the full amount due to be deducted is not deducted and remitted to the Association, the County will, upon written request from the Association and notice to the affected employee, provide subsequent deductions until the shortage is corrected. For its part, the Association shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the County and remitted to the Association.

4.00 ASSOCIATION RIGHTS

4.01 Use of County Facilities and Resources

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

4.02 Bulletin Boards

The Association shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin board. With prior approval of the County Administrative Officer as to size, type and

location, the Association may install and maintain separate bulletin boards in employee rest areas in County buildings.

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 2 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 Association business. With prior notice to the facility manager, the paid staff of the Association shall be allowed reasonable access to employee members during the work period and at the work location to investigate and/or represent employees within the Unit in formal grievance or appeal matters.

4.04 Information to Association

- a. The County agrees to provide the Association annually during the month of January, a complete updated listing of the name, classification and department of assignment of all employees designated in the Unit. Upon the request of the Association, the County also agrees to provide on a monthly basis, a copy of the monthly status report 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 deemed confidential by law). In the event of a layoff in classes represented by the Association, the Association shall be provided with a copy of the resulting reemployment list(s).
- b. Except in cases of emergency, the County shall give reasonable written notice to the Association for all proposed actions affecting matters within the scope of representation, pursuant to California Government Code section 3500 et seq., and shall give the Association the opportunity to meet and confer on such matters. Such notice shall be provided not less than thirty (30) days prior to the proposed implementation of said action.

4.05 New Classifications

The County will provide notice and will meet and confer if requested 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, including paid staff, unless otherwise agreed by the parties.

4.06 New Member Information

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

5.00 ASSOCIATION REPRESENTATIVES

5.01 Association Negotiators

The Association shall be allowed to designate up to five (5) employees on paid time 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 according to the following conditions:

- a. The Association agrees to notify the County Director of Human Resources of the names, classifications and departments of their representatives, which

shall not exceed three (3) in number. The Association shall immediately inform the Director of Human Resources of any changes to the original list and provide update by name, department and classification.

- b. A reasonable amount of time will be granted the employee and the representative to handle initial grievance and appeal procedures, at each step of the grievance or appeal procedure. The parties agree that in handling grievances, the employee and the representative will use only the amount of time actually necessary. The County is not responsible for any travel, overtime, or other miscellaneous cost resulting from the exercise of this right.
- c. If an employee wishes to discuss a grievance or appeal on County time with a designated representative, the employee shall be allowed an opportunity within a reasonable amount of time to verify if the designated representative is available to be seen. If the representative is present and available, the employee shall complete a "Employee Representation Release Form" (Attachment B) and submit it to the immediate supervisor prior to meeting with the representative. Such release form shall only contain the employee's name, classification title, representative's name and work location of representative, time left, date, and upon return, the employee shall note the time returned on the form. The supervisor shall determine if the employee can, because of work activity, be released at the time requested. If the employee is not released, the supervisor shall set an alternative time as soon as practical.
- d. Upon authorization of the immediate supervisor, a representative shall be released to perform the duties specified in this section. A representative shall sign in and out of the work area stating the time and date of leaving and returning and where the representative may be reached. In the event the representative is unable to be released by the immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.
- e. With prior approval by the Director of Human Resources, the Association may use the Human Resources Training Room for Employee Representative Training. Employee Representatives attending such training shall have available an aggregate pool of twelve (12) hours paid time to attend training. Training time shall not exceed four hours per session and the County shall not be responsible for any overtime hours or travel related to such training.
- f. Association officers and/or elected delegates may be released from work upon request of the Association to attend Association conferences, conventions, and seminars.
- g. Requests for release shall be submitted in accordance with normal request

for time off procedures. Employees released pursuant to subsection (a) above shall suffer no loss of pay or benefits due to their release from work. The Association shall reimburse the County for the wages and wage related benefits paid to the released employee during the time the employee is released from work but being compensated by the County. Such reimbursement shall be billed to the Association monthly.

- h. Total amount of release time available pursuant to paragraphs a through g above shall not exceed two hundred (200) hours per year for all employees qualified. Nor shall any individual employee be released for more than forty (40) hours per year.

6.00 NON-DISCRIMINATION

6.01 Individual Rights

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

7.00 HOURS OF WORK

7.01 Work Schedules

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.

No employee, except in case of emergency, shall be required to work a different work schedule than assigned unless the employee has been notified at least ten (10) days in advance of the change in work schedule. A change in an employee's work location not resulting in a change to the employee's assigned work schedule does not require a 10 day notice.

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

7.02 Alternate Schedules

- a. Upon the request of an employee(s) flex-time, job-sharing and voluntary reduced work hours programs may be established. Any job-sharing program will require that the benefits be pro-rated or as otherwise mutually agreed

upon by both parties in writing. Alternate schedules shall be seriously considered by the Department Head. Should the request for an alternate schedule be denied, the employee(s) may request a meeting with the Department Head, Human Resources, and an Association representative to discuss and attempt to resolve the conflict that resulted in the denial. Such meetings shall be at the discretion of the Department Head.

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

8.00 COMPENSATION

8.01 Salary

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

8.02 Administrative Leave

a. Administrative Leave for Overtime Exempt Employees

Overtime exempt employees receive Administrative Leave in lieu of overtime. Section 8, below, 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 additional compensation at the regular rate of pay or commensurate paid 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

8.08. This Section shall not be construed to place salaried management personnel on a hourly overtime basis, nor to compensate employees for all hours worked on an hour for hour basis. It shall apply only in the extraordinary circumstances outlined above. Decisions of the County Administrative Officer shall be final and not subject to any form of appeal.

8.03 Standby Pay

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

8.04 Disability Insurance

- a. Each regular employee 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* (Butte County Personnel Rules, Appendix "VII").
- c. The Association and County have agreed to contract with SDI for short term disability insurance. The parties implemented State Disability Insurance effective November 1, 2001.
- d. Should the Association desire to look into PORAC LTD as an alternative to the current disability plan, parties mutually agree to meet and confer over this matter.

8.05 Administrative Leave

- a. Regular Administrative Leave

Employees exempt from paid overtime shall earn seven (7) days (56 hours)

administrative leave per year as specified in Section 11.14 of the Personnel Rules accumulated to a maximum of forty-four (44) days.

b. Extraordinary Circumstances

In extraordinary circumstances such as, natural or man caused disasters including but not limited to, chemical spills, storms, earthquakes, extended out of area trials, civil disturbances, a Department Head may recommend to the Board of Supervisors that additional administrative leave be granted to an employee(s). Extraordinary circumstances shall mean circumstances involving extended periods of very long hours, such as extended trials, etc.. 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.

8.06 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 the functions of a County department, the employee shall receive a pay differential of five dollars (\$5.00) per day (\$50.00 per pay period) of compensated service. Authorized time off of less than four weeks shall not affect the calculation of bilingual pay (approved vacation of any length shall not affect the calculation of bilingual pay). The Director of Human Resources shall formulate policies and procedures for administering the provisions of this section which will require the written justification by the appointing authority, verification of the employee's language or communication skill ability and procedures for review of continued need on no less than an annual basis. Extra help shall not be eligible to receive bilingual pay differential.

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

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

seventy-third (73rd) hour for thirty six (36) hour work week employees. Employees assigned in writing by the Department Head to work in a higher classification as a Department Head shall be compensated at the appropriate Department Head salary range. All other provisions for higher paid classification pay shall be as provided above.

Employees assigned by the Department Head to serve as team leaders supervising other employees in the same classification shall be eligible to receive compensation pursuant to Section a, above.

8.08 Precinct Officers

Exempt employees in the unit who volunteer for reassignment as an Inspector or Clerk on Election Day will receive their normal day's pay, plus twelve (12) hours of administrative leave.

8.09 Cell Phone Allowance

At the option of the employee and with appointing authority approval, providing appropriate funds have been budgeted, employee may opt to receive a monthly cell phone allowance of seventy dollars (\$70.00) for use of a privately owned cell phone to conduct County business.

8.10 One-Time Christmas Eve Holiday

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 in the Personnel Rules, there will be no additional holiday time given.

9.00 VACATION

9.01 Vacation Buy Back

Employees shall have the option of requesting pay in lieu of time off up to a maximum of one hundred forty four (144) hours of vacation time during each year of the contract in increments of eight (8) hours. Such requests are subject to the approval of each respective department head and the availability of funds.

10.00 LEAVES OF ABSENCE

10.01 Paternity Leave

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

10.02 Salaried Employee Leave

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

10.03 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 8:00 a.m. to 5:00 p.m. 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 accrual leave being utilized for the period of time that 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.

11.00 SICK LEAVE

11.01 Sick Leave Buy-Back Option

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

11.02 Donation of Paid Time

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

12.00 HEALTH AND INSURANCE PLAN

12.01 Health Plan

Employee Health Plan Eligibility. All regular help employees assigned to a one-half (1/2) time or more position and the employees' dependents, including

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

12.02 Description

The Butte County Flexible Benefits Plan consisting of the Tax Deferred Medical Premium option, the Dependent Care Reimbursement option and the unreimbursed 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 "Option A" and Option B" as per Section 12.03. Once the selection is made, it will remain in force until the current calendar year end and when a selection is made during the following year's open enrollment period. The fee for a third party administrator will be paid by the County.

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

12.03 Participation Levels

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

The above amounts include 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 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.

Effective December 17, 2016, employees hired on or before December 31, 2013, will receive an employer flex credit contribution of one hundred eighty-

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

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

12.04 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.
- b) Part-time regular help employees will receive proportional benefits as provided above. All employees assigned to a one-half (1/2) time or more position, and the employees' dependents including registered domestic partners, shall be entitled to participate in the County's Flexible Benefits Plan as set forth in 12.01 above. This section does not affect part-time employees grandfathered into full-time benefit status under Section 12.01 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.

12.05 Retired Employee Options

Employees who retire under the provisions of the County's retirement contract with the California Public Employees' Retirement System (CalPERS) may continue to insure themselves and their insured dependents for the health, dental and vision benefit portions 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 premium for the 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 CalPERS shall be eligible for the health benefit only coverage for themselves (employees only) to Medicare Supplemental Qualifying Age (MSQA) .

For up to the first year of retirement, CalPERS members subject to this MOU shall be entitled to twelve (12) months of reimbursable health premiums immediately following retirement.

After the first year of retirement, miscellaneous members may choose one of the following two options:

- 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 Medical Supplemental Qualifying Age (MSQA); and one (1) month of reimbursable health plan benefits for each one and one-half days in excess of thirty (30) days of accrued sick leave to cover employee's spouse until the sick leave credit is exhausted or spouse reaches Medicare Supplemental Qualifying Age (MSQA).

Enrollment of employee's spouse will be postponed until a date to be determined, but only if the spouse is eligible for enrollment to the health plan, effective that date, pursuant to the Health Insurance Portability and Accountability Act (HIPAA). This election is irrevocable and will revert to employee only coverage if employee's spouse is not eligible for enrollment on the effective date cited above pursuant to HIPAA. The sick leave originally allocated for the coverage of the employee's spouse shall be forfeited if the employee's spouse is not enrolled in the health plan on the effective date cited above. Rights to continuation of health coverage above are in addition to any rights the employee is entitled to under COBRA. The employee may cover either the employee only or the employee and insured dependent(s) under this section to the Medicare Supplemental Qualifying Age. Rights to continuation of health coverage above are in addition to any right the employee has under COBRA.

The sick leave conversion above, at the time of retirement will be calculated at the lowest combination of medical, dental and vision benefits 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 Section 12.05.

12.06 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.

12.07 Life Insurance

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

12.08 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.

13.00 RETIREMENT PLAN

13.01 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 12.05. Any remaining sick leave after conversion to be reported PERS as service credit.
3. An employee who has on accrual more than two hundred and forty (240) hours of sick leave may be compensated for that portion over two hundred and forty (240) hours at one-half (1/2) the normal rate of pay for the employee up to a maximum of three thousand dollars (\$3,000).

Employees must make their election when they retire and may not later change their election. Employees may not cash-out sick leave at retirement in combination with the first two options.

13.02 Retirement Tiers

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 MOU, 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.

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% @ 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 PEPR. 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% @ 55).

13.03 Retirement Contribution

“Classic Members”: Employees pay on a pre-tax basis seven percent (7%) of salary for the employee share of his/her CalPERS pension. Effective December 2, 2017, Classic Members will contribute on a pre-tax basis (to the extent allowed by law), an additional one percent (1%) of pensionable compensation towards the employer’s share of PERS pension (total employee contribution of 8%). Upon implementation, the County will work with CalPERS to process a PERS Contract Amendment, which would credit this additional contribution towards the employee’s account.

“New Members”: Employees shall pay an amount that is equal to one half (1/2) the normal cost of his/her CalPERS pension, or the current contribution rate of similarly situated employees, whichever is greater. Effective December 2, 2017, New Members will contribute on a pre-tax basis (to the extent allowed by law), an additional one percent (1%) of pensionable compensation towards the employer’s share of PERS pension. Upon implementation, the County will work with CalPERS to process a PERS Contract Amendment, which would credit this contribution towards the employee’s account.

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

14.00 REIMBURSEMENT OF EXPENSES

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

14.01 Mileage Allowance

An employee who, during any month, is required to and provides a privately owned vehicle for County use in seven (7) of ten (10) days of each pay period of their regularly scheduled working hours during the month shall receive a flat taxable payment of \$50.00 per month (pro-rated for less than full time employees, i.e. \$25.00 per month for a 50% employee), effective with the ratification of this agreement. Employees shall receive, in addition, the IRS rate per mile for all miles traveled on County business during the month.

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

14.02 Tuition Reimbursement

Upon written request of the employee and advance written approval of the Department Head employees 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.

In lieu of the above, an employee who is enrolled in an accredited college course or courses in the pursuit of a formal degree that directly applies to the position and department of employment may annually request tuition reimbursement in writing. If the reimbursement is approved in writing in advance by the Department Head and the Chief Administrative Officer, the employee may be provided up to one half (1/2) the cost of college units completed upon proof of completion of the semester or quarter with a grade point average (GPA) of 3.0 or better, up to a maximum of \$2,000 per fiscal year. In return, employee agrees that if he/she voluntarily leaves the employ of the department within three (3) years (including at least one (1) year on the department) of receiving this tuition reimbursement he/she shall reimburse the County for the reimbursement received.

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

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

15.00 GRIEVANCE PROCEDURE

15.01 Intent

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

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

15.02 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 Supervisors' resolution, ordinance or minute order; disciplinary actions except as provided for in Section 16.03; discriminatory acts; or other matters which have other means of appeal.
- c. The County has the sole authority to decide what proceeds to arbitration, except as required by law.

15.03 Grievance Procedure Steps

The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter. However, the County and Association may agree to start the grievance procedure at any step on issues involving Association rights, or harassment. Further, County management is required at all formal levels of the grievance procedure to consult with the Director of Human Resources, or his/her designee concerning the relationship of

the grievance to Federal, State, or County law, resolution or minute order or Memorandum of Understanding to the employee's wages, hours or conditions of employment. The Director of Human Resources shall also provide advice as to the effect of any proposed grievance settlement on other County departments. No grievance resolution shall be final until this consultation step has been completed. Time limits set forth herein are not waived pending consultation with the Director of Human Resources or his/her designee.

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

Step (1) Second-Level Management Representative. (This step is optional and may be omitted from the procedure in a department or a division thereof by the appointing authority. The County shall provide the Association with a written list of those departments which will utilize this step.) If the issue is not settled by the informal discussion, it may be formally submitted to the second level management representative designated by the appointing authority. The grievance shall be submitted within fifteen (15) days of the occurrence or the 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. 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 where a matter proceeds to arbitration pursuant to Section 15.02 hereof, the issue shall be submitted to an impartial arbitrator who shall be designated by mutual agreement of grievant and his/her representative and the Director of Human Resources. To the extent possible, the parties shall utilize a standing arbitrator to be randomly selected from a panel of seven (7) jointly agreed to by the parties.

1. Should the grievant and his/her representative and the Director of Human Resources fail to reach agreement on selection of the arbitrator within fifteen (15) days, they shall jointly request a list of seven (7) qualified arbitrators from the California State Mediation and Conciliation Service. If mutual selection cannot be made from the list received within seven (7) days, the parties shall select the arbitrator by alternately striking names until only one name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list of arbitrators shall be determined by a toss of a coin.
2. The grievant and his/her representative shall invoke the arbitration step within twenty-one (21) days of receipt of a decision at Step 2 of this procedure by submitting a written request for arbitration to the Director of Human Resources.
3. In cases in which the Association represents the grievant, the County and Association shall share the arbitration cost on a 50/50 basis. In cases in which the Association is not representing the grievant or the Association declines to carry a case to the arbitration step, the fees and expenses of arbitration shall be shared on a 50/50 basis by the County and the employee. Each party, however, shall bear the cost of its presentation including preparation and post-hearing briefs, if any, provided that witnesses necessary to the presentation of the employee's case shall be granted necessary time off without loss of pay or benefits to appear at the arbitration hearing.
4. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by law.
5. No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the Unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Section 15.02 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 Hearing. Should it become necessary to supplement the list(s), the other party will be notified as soon as possible.

15.04 Consistent Awards

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

15.05 Administration of the Grievance Procedure

- a. As used herein, a "formally submitted grievance" shall include a concise description of the problem; the section or sections of the memorandum, law, ordinance, resolution, regulation or rule alleged to have been violated; the proposed remedy; the date of the grievance; the date the grievance was filed; and the signature(s) of the person or persons filing the grievance.
- b. If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits the grievance shall be considered resolved.
- c. If a County representative does not render a decision to the employee within the time limits, the employee may, within seven (7) days thereafter, appeal to the next step in the procedure.
- d. If in the judgment of a management representative, the management representative does not have the authority to resolve the grievance, the grievance may be referred to the next step of the procedure.

- e. By agreement in writing, the parties may extend any or all of the time limits of the grievance procedure.
- f. A copy of all formal grievance decisions shall be forwarded to the grievant, the Director of Human Resources and the Association.
- g. After consultation with the Association, the Director of Human Resources may temporarily suspend or consolidate grievance processing on a section-wide basis in an emergency situation. Emergencies shall be defined a natural or civil disaster or overburdening of the grievance procedure by submission of multiple grievances filed as a job action tactic. The Association may appeal the suspension or consolidation action of the Director of Human Resources at the arbitration step of the grievance procedure. In the event of such appeal, the County and the Association agree to jointly request a list of arbitrators from the State Mediation and Conciliation Service within two (2) working days of the Director of Human Resource's action and to select an arbitrator within five (5) calendar days of receipt of the list. The party which loses the appeal of the Director of Human Resource's action under this section shall pay the full cost of the arbitrator.

16.00 DISCIPLINARY PROCEDURES

16.01 Definition of Discipline

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

16.02 Pre-Disciplinary Notice

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

The notice shall clearly specify the action taken, the reason for the action including the particular facts and specific incident(s) involved and the effective date(s) of the action and in case of demotion shall contain a statement as to the wages and duties

of the new position. The notice shall also advise the employee that a copy of the material upon which the action is based is attached or available for review upon request during normal business hours; the right to be represented and to respond verbally or in writing to the appointing authority or designated representative prior to the effective date of the action; and the right to appeal the action and the time within which the appeal may be made.

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

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

Nothing in this section or in Section 16.03 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.

16.03 Disciplinary Appeals

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

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

16.04 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.

16.05 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.

17.00 PERFORMANCE EVALUATIONS

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

18.00 AGREEMENT

18.01 Full Agreement

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

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

18.02 Personnel Rules

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

18.03 Reopener

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

18.04 Medical Leave Policy

The County and Association have agreed to discuss the Medical Leave Policy during the term of this agreement.

18.05 Comparable Agencies

The County and the Association agree that the following agencies will be utilized for human resource purposes: El Dorado County, Nevada County, Placer County, Plumas County, Shasta County, Sutter County, Yolo County and Yuba County.

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 the Association.

18.06 Past Practices

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

18.07 Side Letters

All side letters are non-enforceable as of the effective date of this agreement unless the parties expressly agree to continue them.

18.08 Retiree Medical Trust Discussion

The County is open to considering the implementation of an employee-funded retiree medical trust.

18.09 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.

18.10 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.

18.11 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.

18.12 Term of Memorandum

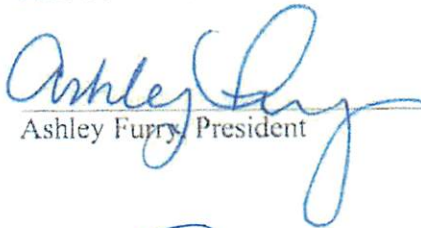
This Memorandum shall become effective upon the approval of the Board of Supervisors and shall remain in full force and effect to and including June 30, 2021. The County and Association shall begin the meet and confer process by March 1, 2021, and endeavor to conclude negotiations in a reasonable time.

Signed and entered into this 17th day of November, 2020.

ASSOCIATION RATIFICATION

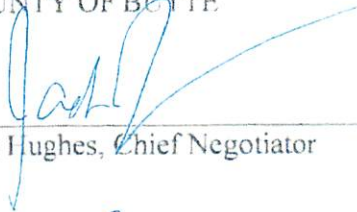
Ratified by the Butte County Deputy District Attorneys' Association (Association) on this 17th day of November, 2020.

ASSOCIATION


Ashley Furry, President


Peter Hoffmann,
Rains Lucia Stern, PC

COUNTY OF BUTTE


Jack Hughes, Chief Negotiator


Sheri Waters, Director-Human Resources

COUNTY RATIFICATION

Ratified by the Butte County Board of Supervisors this the 8th day of December, 2020.


Steve Lambert, Chair Butte County Board of Supervisors

ATTEST:

Andy Pickett
Chief Administrative Officer
and Clerk of the Board of Supervisors

By: 
Deputy

ATTACHMENT A

Salary Schedule

(Effective 12/03/2019-2%)												
Class Code	Classification Title	Range	Hourly Rates					Bi-Weekly Rates				
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
3707	Chief Attorney, Child Support Services	73	\$57.24	\$60.10	\$63.11	\$66.27	\$69.58	\$4,579.20	\$4,808.00	\$5,048.80	\$5,301.60	\$5,566.40
3726	Child Support Attorney I	49	\$31.66	\$33.24	\$34.90	\$36.65	\$38.48	\$2,532.80	\$2,659.20	\$2,792.00	\$2,932.00	\$3,078.40
3725	Child Support Attorney II	55	\$36.71	\$38.55	\$40.48	\$42.50	\$44.63	\$2,936.80	\$3,084.00	\$3,238.40	\$3,400.00	\$3,570.40
3724	Child Support Attorney III	61	\$42.57	\$44.70	\$46.94	\$49.29	\$51.75	\$3,405.60	\$3,576.00	\$3,755.20	\$3,943.20	\$4,140.00
3723	Child Support Attorney IV	68	\$50.59	\$53.12	\$55.78	\$58.57	\$61.50	\$4,047.20	\$4,249.60	\$4,462.40	\$4,685.60	\$4,920.00
7007	Deputy District Attorney I	49	\$31.66	\$33.24	\$34.90	\$36.65	\$38.48	\$2,532.80	\$2,659.20	\$2,792.00	\$2,932.00	\$3,078.40
7006	Deputy District Attorney II	55	\$36.71	\$38.55	\$40.48	\$42.50	\$44.63	\$2,936.80	\$3,084.00	\$3,238.40	\$3,400.00	\$3,570.40
7005	Deputy District Attorney III	61	\$42.57	\$44.70	\$46.94	\$49.29	\$51.75	\$3,405.60	\$3,576.00	\$3,755.20	\$3,943.20	\$4,140.00
7004	Deputy District Attorney IV	68	\$50.59	\$53.12	\$55.78	\$58.57	\$61.50	\$4,047.20	\$4,249.60	\$4,462.40	\$4,685.60	\$4,920.00
3721	Supervisor, Child Support Attorney	70	\$53.15	\$55.81	\$58.60	\$61.53	\$64.61	\$4,252.00	\$4,464.80	\$4,688.00	\$4,922.40	\$5,168.80
7003	Supervisor, Deputy District Attorney	73	\$57.24	\$60.10	\$63.11	\$66.27	\$69.58	\$4,579.20	\$4,808.00	\$5,048.80	\$5,301.60	\$5,566.40

ATTACHMENT B

Stewards Release Form

ATTORNEYS' UNIT
PROCEDURE FOR RELEASE OF EMPLOYEES AND
EMPLOYEE REPRESENTATIVES FOR REPRESENTATION OF EMPLOYEES

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

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

EMPLOYEE REPRESENTATION RELEASE RECORD

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

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

EMPLOYEE REPRESENTATION RELEASE TIME RECORD

Name of Steward/Employee Representative _____

Employee Requesting Representation:

Reason: Grievance Discipline Appeal

Time of Representation: _____ to _____

Employee Signature: _____ Date: _____

Employee's Supervisor: _____

Time of Request: _____

Release Time Approved: _____ to _____

Actual Release Time: _____ to _____

Supervisor's Signature: _____ Date: _____

Steward/Employee Representative Supervisor:

Time Request Made: _____ Date: _____

Time Granted: _____ to _____

Actual Time: _____ to _____

Supervisor's Signature: _____ Date: _____

Steward/Emp Reps Signature: _____ Date: _____

ATTACHMENT C

Catastrophic Leave Pool Agreement

CATASTROPHIC LEAVE POOL AGREEMENT

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

The following conditions shall apply to Catastrophic Leave:

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

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

Exhibit I

Butte County Flexible Benefits Options

Butte County Flexible Benefits Options

Option A

Core Plan

1. Medical Plan

Flexible Benefit Options

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

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

Option B

Flexible Benefit Options

1. Taxable cash back of up to \$200/month (\$403.34/month for those hired prior to January 1, 2014). Effective December 17, 2016, \$92.31/pay period (\$186.16/pay period for those hired before January 1, 2014)
2. Pre-Tax benefit options:
 - a. Dental
 - b. Vision
 - c. Dependent Care
 - d. Health Care (unreimbursed medical expenses)