



MEMORANDUM OF UNDERSTANDING

2014-2016

**BETWEEN THE COUNTY OF BUTTE
AND
BUTTE COUNTY PROBATION PEACE OFFICERS
ASSOCIATION-MANAGEMENT UNIT**

TABLE OF CONTENTS

1.00	<u>RECOGNITION</u>	1
2.00	<u>MANAGEMENT RIGHTS</u>	1
3.00	<u>ASSOCIATION SECURITY</u>	1
3.01	<u>MAINTENANCE OF MEMBERSHIP</u>	2
4.00	<u>ASSOCIATION RIGHTS</u>	3
4.01	<u>USE OF COUNTY FACILITIES AND RESOURCES</u>	3
4.02	<u>BULLETIN BOARDS</u>	3
4.03	<u>ACCESS TO EMPLOYEES</u>	4
4.04	<u>INFORMATION TO ASSOCIATION</u>	4
4.05	<u>NEW CLASSIFICATIONS/JOB SPECIFICATION</u>	5
4.06	<u>NEW MEMBER INFORMATION</u>	5
5.00	<u>ASSOCIATION REPRESENTATIVES</u>	5
5.01	<u>ASSOCIATION NEGOTIATION REPRESENTATIVES</u>	5
5.02	<u>ASSOCIATION EMPLOYEE REPRESENTATIVES</u>	6
6.00	<u>NON-DISCRIMINATION</u>	6
6.01	<u>INDIVIDUAL RIGHTS</u>	6
7.00	<u>HOURS OF WORK</u>	6
7.01	<u>WORK SCHEDULES</u>	6
7.02	<u>ALTERNATE SCHEDULES</u>	6
7.03	<u>WORK LOCATIONS</u>	7
8.00	<u>COMPENSATION</u>	7
8.01	<u>SALARY</u>	7
8.02	<u>COMPARABLE AGENCIES</u>	7
8.03	<u>OVERTIME EXEMPT EMPLOYEES</u>	7
8.04	<u>ADMINISTRATIVE LEAVE FOR EXEMPT EMPLOYEES</u>	8
8.05	<u>TUITION REIMBURSEMENT</u>	8
8.06	<u>BILINGUAL PREMIUM</u>	9
8.07	<u>TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION (TEMPORARY UPGRADE)</u>	9
8.08	<u>SHIFT DIFFERENTIAL PAY</u>	9
8.09	<u>DISABILITY INSURANCE</u>	10
8.10	<u>PERFORMANCE EVALUATION AND DENIAL OF STEP INCREASES</u>	10
8.11	<u>COMPUTER OPERATIONS PREMIUM</u>	10
8.12	<u>CELL PHONE ALLOWANCE</u>	11
9.00	<u>VACATION LEAVE</u>	11
9.01	<u>VACATION BUY BACK</u>	11
10.00	<u>LEAVE OF ABSENCE</u>	11
10.01	<u>FAMILY LEAVE</u>	11
10.02	<u>PATERNITY LEAVE</u>	11
10.03	<u>PAID ADMINISTRATIVE LEAVE FOR EXTRAORDINARY CIRCUMSTANCES</u>	11
11.00	<u>SICK LEAVE</u>	11
11.01	<u>DONATION OF PAID TIME</u>	12

12.00	<u>HOLIDAYS</u>	12
13.00	<u>HEALTH AND INSURANCE PLAN</u>	12
13.01	<u>HEALTH PLAN</u>	12
13.02	<u>DESCRIPTION</u>	12
13.03	<u>PARTICIPATION LEVELS</u>	13
13.04	<u>ADMINISTRATION</u>	14
13.05	<u>RETIRED EMPLOYEE OPTIONS</u>	15
13.06	<u>BENEFIT PLAN REVIEW COMMITTEE</u>	16
13.07	<u>LIFE INSURANCE</u>	16
13.08	<u>EMPLOYEE ASSISTANCE PROGRAM</u>	16
14.00	<u>RETIREMENT PLAN</u>	16
14.01	<u>RETIREMENT CREDIT FOR SICK LEAVE</u>	16
14.02	<u>RETIREMENT PLAN PARTICIPATION</u>	17
14.03	<u>RETIREMENT CONTRIBUTION</u>	18
15.00	<u>REIMBURSEMENT OF EXPENSES</u>	18
15.01	<u>MILEAGE ALLOWANCE</u>	18
15.02	<u>MEAL REIMBURSEMENT</u>	19
16.00	<u>GRIEVANCE PROCEDURE</u>	19
16.01	<u>INTENT</u>	19
16.02	<u>DEFINITION AND SCOPE OF A GRIEVANCE</u>	19
16.03	<u>ADMINISTRATION OF THE GRIEVANCE PROCEDURE</u>	20
16.04	<u>GRIEVANCE PROCEDURE STEPS</u>	21
16.05	<u>CONSISTENT AWARDS</u>	23
17.00	<u>DISCIPLINARY PROCEDURES</u>	24
17.01	<u>DEFINITION OF DISCIPLINE</u>	24
17.02	<u>PRE-DISCIPLINARY NOTICE</u>	24
17.03	<u>DISCIPLINARY APPEALS</u>	25
17.04	<u>RIGHT TO REPRESENTATION</u>	25
17.05	<u>NOTICE OF ASSOCIATION</u>	25
18.00	<u>LAYOFF POLICY</u>	26
19.00	<u>COMMITTEES</u>	26
19.01	<u>COUNTY SAFETY COMMITTEE</u>	26
20.00	<u>SIDE LETTERS</u>	26
21.00	<u>PAST PRACTICES</u>	26
22.00	<u>MISCELLANEOUS</u>	26
22.01	<u>SMOKING POLICY</u>	26
22.02	<u>OUTSOURCING/CONTRACTING OUT</u>	26
23.00	<u>AGREEMENT</u>	26
23.01	<u>FULL AGREEMENT</u>	26
23.02	<u>ENACTMENT</u>	27
23.03	<u>SAVINGS CLAUSE</u>	27
23.04	<u>PEACEFUL PERFORMANCE</u>	27
23.05	<u>TERM OF MEMORANDUM</u>	27

Exhibit I-Flexible Benefit Options

Attachement A-Salary Schedule

Attachment B-Release Time for Stewards

Attachment C-Catastrophic Leave Pool Agreement

Attachment D-Grievance Form

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF BUTTE
AND
THE BUTTE COUNTY PROBATION PEACE OFFICERS ASSOCIATION-
MANAGEMENT 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 and Regulations, representative of the County of Butte, hereinafter called "County", and the Butte County Probation Peace Officers Association-Management Unit, hereinafter called "Association", have "met and conferred" concerning the subject of wages, hours and working conditions for regular employees in the "Management 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 Probation Peace Officers Association-Management Unit as the exclusive representative for full-time and part-time regular employees holding allocated positions designated in the Management 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 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 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 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. If the Association adopts an agency shop security provision and the County is sued for its participation in that plan, the County will generally utilize attorney's from its County Counsel Office at Association expense to represent it in any matter arising under these Sections 3.00-3.01. However, the County may select and utilize outside counsel of its choice at Association expense if it deems it appropriate or otherwise necessary to address any third party matter arising under these Section 3.00-3.01.

3.01 Maintenance of Membership

- a. Association membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Association member on or after the date this agreement is ratified by the Association membership, shall continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this agreement.
- b. Every employee who is a member of the Association shall have the right to withdraw from membership during the last twenty (20) days of the expressed expiration date of this agreement, as contained in Section 23.05 Term of Memorandum. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.
- c. Upon return from leaves of absence, the County shall reinstate the payroll deduction of Association dues for those employees who are on dues check-off immediately prior to taking leave, provided that the employee has not authorized cancellation of dues check-off in accordance with paragraph b. above.
- d. Enforcement of this section shall be the responsibility of the Association, utilizing appropriate civil procedures. The Probation Peace Officers Association-Management Unit shall indemnify and hold the County harmless from any and all claims, demands or suits, or any other action arising from this section.

4.00 ASSOCIATION RIGHTS

4.01 Use of County Facilities and Resources

With the approval of the Chief Administrative Officer or other County authorized official, the Association may use certain County facilities, resources and supplies as long as the County is reimbursed for the cost of any supplies or, 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.

Occasional access to the Association's website to obtain information shall be considered County business for the purposes of the County's Computer Use and Ethics Policy, so long as the use is not in violation of the employee's Departmental Personal Computer Use Policy or any other County or Information Systems policy.

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 officials, representatives and/or employees; 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 pornography or obscene material.

The County reserves the right to remove any material posted in violation of this section. However, prior to removing any material posted on an Association bulletin board, the County will attempt to contact an Association representative to discuss the issue, unless the posting constitutes an egregious violation of this

section. The County and Association will discuss the matter after County removal of egregious material. The Association may grieve the application of this section up to and including Step 2 of the grievance procedure.

4.03 Access to Employees

- a) 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 or appeal matters.
- b) Association will be allowed to use the County email system to communicate with members regarding matters falling within the duty of fair representation. Association may use the County's email system to notify members that a newsletter or other communication is available on the Association website, but may not include any content or web link in the email. Association will obtain pre-approval from the Human Resources Director prior to using the County email system to notify potential new members of the Association and its services.

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 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).
- b. 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.

4.05 New Classifications/Job Specification

The County and the Association will meet and confer upon Association request regarding any matters within the scope of representation concerning 1) any county change to an existing job classification or 2) County adoption of a new job classification. The 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, and
- Summary of Comparable Agency data, if available;

The Association 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 conduct an orientation for new employees. As part of this orientation, the County will permit Association Representatives to attend and distribute material supplied by the Association. The material supplied by the Association shall be subject to the County's approval.

5.00 ASSOCIATION REPRESENTATIVES

5.01 Association Negotiation Representatives

The Association shall be allowed to designate up to four (4) employees on paid time, with one (1) alternate, 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 negotiation representatives.

Should any change occur or alternates be appointed after the original list is established, the Association shall advise the Director of Human Resources immediately. Employees designated as Negotiation Representatives 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. Negotiations Representatives will be allowed to pre-meet thirty (30) minutes prior to the start of the negotiation session. The County shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Association exercising this right.

5.02 Association Employee Representatives

The Association shall have the right to establish Employee Representative for this Unit. Refer to Attachment B for procedures.

6.00 NON-DISCRIMINATION

6.01 Individual Rights

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

7.00 HOURS OF WORK

7.01 Work Schedules

Except as provided below, the normal work schedule shall be 8:00 a.m. to 5:00 p.m. each day of the year except Saturdays, Sundays and holidays. The normal work schedule shall be eighty (80) hours per biweekly pay period for a full-time employee. Except for overtime, callback and standby assignments, departments that 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.

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 8:00a.m. to 5:00p.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 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. 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. Employees shall be charged time off based on the number of hours in the workday missed.

7.03 Work Locations

If an employee is being assigned to work in a different work location in excess of ten (10) miles and for a period of time that will exceed two consecutive biweekly pay periods, said employee must be provided notice of at least ten (10) working days in advance of the change in work location. For temporary reassignments of less than two (2) consecutive pay periods, mileage shall be paid pursuant to the County's travel policy.

8.00 COMPENSATION

8.01 Salary

All wages in the salary/step schedule for represented employees base wages shall be increased by two percent (2%) effective August 2, 2014.

All wages in the salary/step schedule for represented employees base wages shall be increased by an additional two percent (2%) effective August 1, 2015.

8.02 Comparable Agencies

Neither the County nor the Association will be required to conduct or to refrain from conducting a pre-negotiation compensation survey for purposes of negotiating a successor to this agreement. The following comparable agencies shall be used in the event either party conducts a pre-negotiation survey:

El Dorado, Nevada, Placer, Plumas, Shasta, Sutter, Yolo and Yuba Counties.

8.03 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.

8.04 Administrative Leave

a. Regular Administrative Leave

Employees exempt from paid overtime shall earn fifty-six (56) hours, equivalent to seven (7) days 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.

8.05 Tuition Reimbursement

Upon written request of the employee and recommendation of the Department Head and with prior written approval of the Chief Administrative Officer, employees enrolled in accredited classes or courses which are directly job related to the employees' position shall be entitled to reimbursement of one-half (1/2) of the cost of required instructional materials or tuition, upon proof of successful completion of the class or course, up to a maximum of \$500 per fiscal year. This program is subject to available funds and not to be used in lieu of other programs.

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 an additional fifty dollars (\$50.00) per pay period worked, calculated on an hourly basis or portion thereof. Authorized time off of less than four consecutive weeks shall not affect the calculation of bi-lingual pay (approved vacation exceeding four weeks shall be excluded).

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 the bilingual pay premium.

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. 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 (1) 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 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. This provision shall apply only as pensionable compensation for Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA) 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".

8.08 Shift Differential Pay

A regular employee who is required, as part of a normal work schedule to work a majority of the shift between the hours of 5:00 p.m. and 7:00 a.m. or the Saturday and Sunday day shift, between 7:00 a.m. and 5:00 p.m. shall receive, in addition to regular pay, one dollar (\$1.00) for each hour for each shift worked as shift differential compensation. Employees shall not be entitled to shift

differential compensation while on sick leave, vacation, or other paid leaves. The reassignment by the appointing authority of an employee from a shift covered by differential 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

- a. Each regular employee in the unit shall be required to participate in the Disability Insurance Plan (“the Plan”). Premiums will be paid totally by the employees through payroll deduction. Required participation means that the employee must make payroll contributions to the Plan but application to receive disability payments benefits under the Plan is purely discretionary on the part of the employee.
- b. The Disability Insurance Plan shall be integrated with the County's sick leave plan and the employee(s) shall be allowed to use all accrued time available in accordance to the Mandatory Leave Accrual Usage policy for each disability in accordance with the *SDI/PFL Coordination Program* (Butte County Personnel Rules, Appendix “x”).
- 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.

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 Computer Operations Premium

A regular employee assigned to perform the principle information systems function in the department or division and who is not classified as an information systems position shall receive an additional 5% compensation calculated on base pay. The assignment must be made in writing and approved by the department head. The additional compensation shall commence the first day of written assignment, providing said assignment is for a minimum of two (2) consecutive pay periods.

8.12 Cell Phone Allowance

At the option of the employee and with appointing authority approval, employees may opt to receive a monthly cell phone allowance of seventy dollars (\$70.00) for use of a private owned cell phone to conduct County business.

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 for up to a maximum of 144 hours of vacation time each calendar year in increments of eight (8) hours. Such requests are subject to the approval of the department head and the availability of funds.

10.00 LEAVE OF ABSENCE

10.01 Family Leave

Parties have agreed upon the Medical Leave Policy as found attached to the Personnel Rules. The parties agree to discuss the Medical Leave Policy during the term of this MOU.

10.02 Paternity Leave

Paternity leave shall be defined in the Medical Leave Policy attached to the Personnel Rules.

10.03 Paid Administrative Leave For Extraordinary Circumstances

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.

Paid administrative leave under these circumstances is for the protection of the employee and the County. This type of leave is not meant to be punitive nor indicative of any potential wrongdoing by an employee. Employees on paid administrative leave must provide a telephone number where they can be reached during working hours as designated by the County.

11.00 SICK LEAVE

Refer to Personnel Rules.

11.01 Donation of Paid Time

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

12.00 HOLIDAYS

Refer to Personnel Rules.

13.00 HEALTH AND INSURANCE PLAN

13.01 Health Plan

Employee Health Plan Eligibility. All regular employees assigned to a one-half (1/2) time or more position and the employee's dependents, including registered domestic partner, shall be entitled to participate in the County-sponsored group Cafeteria Plan. Eligible employees enrolling in the program within sixty (60) days following their appointment will be covered subject to the contract limitation with the health plan carriers. Coverage shall commence when the employee is eligible for coverage under PERS rules and the health plan carriers' rules. Employees enrolling after the sixty (60) day enrollment period will be eligible for coverage on the first day of the month following a ninety (90) day waiting period which will begin upon receipt of all necessary enrollment documents by the Human Resources Department, unless the employee can certify a qualifying loss of other coverage.

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 (employee enrolled in health plan) 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

Employee A - CORE PLAN

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

January, 2014

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.

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

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

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

Option B - FLEXIBLE BENEFIT OPTIONS

Employees who elect not to participate in Option A will be required to sign a waiver and to 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.

Employee 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. 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.

13.04 Administration

- a) No benefits will be paid to employees in Option B until proof of qualified insurance is on file in the Human Resources Department. 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, who are in a compensated status or uncompensated status on a qualified leave of absence, and the employee's dependents, including registered domestic partner, effective January 1, 2005 pursuant to Family Code Section 297.5 shall be entitled to participate in the county's Flexible Benefits Plan. Employees working less than full-time, with no qualifying leave or accrued leave usage, shall receive prorated benefits or pro-rated funding of county share, rounding to the nearest one-quarter time; i.e., either fifty percent (50%), for employees working thirty-six (36) hours to forty-five (45) hours per payroll period; seventy-five percent (75%), for employees working forty-six (46) to sixty-four (64) hours per payroll period; or one hundred percent (100%), for employees working sixty-five (65) hours or more per payroll period. This pro-rated amount is in addition to the regular employee share.
- 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, dental and vision benefit portion of the health plan by advising the Director of Human Resources and advancing the full health insurance premium permitted by law. The retiree's share of 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 Public Employees' Retirement System shall be eligible for the health benefit only coverage for themselves (employees only) to Medicare Supplemental Qualifying Age.

For up to the first year of retirement, PERS members subject to this Memorandum of Understanding shall be entitled to twelve (12) months of reimbursable health premiums 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 Medicare Supplemental Qualifying Age; and one (1) month of reimbursable health plan benefits for each one and one-half days in excess of thirty (30) days of accrued sick leave to cover employee's spouse until the sick leave credit is exhausted or spouse reaches Medicare Supplemental Qualifying Age.

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

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

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

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

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 (\$25,000) dollar life insurance policy for Unit members. The County shall maintain a program whereby employees may buy additional life insurance at group rates through the County.

13.08 Employee Assistance Program

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

14.00 RETIREMENT PLAN

14.01 Retirement Credit for Sick Leave

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).

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 any of the first two options.

14.02 Retirement Plan Participation

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.

Association 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. Association 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.

14.03 Retirement Contribution

"Classic Members": Effective the first full pay period including January 1, 2013, classic members will pay on a pre-tax basis nine percent (9%) of salary for the employee share of his/her CalPERS pension.

"New Members": Effective January 1, 2013, new members 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 situation employees, whichever is greater as required by law.

15.00 REIMBURSEMENT OF EXPENSES

15.01 Mileage Allowance

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

Providing the vehicle shall be defined as having the vehicle available at the employee's work site during the employee's assigned working hours. Authorized time off of less than two (2) consecutive pay periods shall not affect calculation of vehicle availability. The department head shall be responsible for initial certification and decertification of an employee's eligibility for a vehicle under this section.

- c) Pursuant to Personnel Rule 12.10(j), an Affidavit of Insurance is required to be on file for the Vehicle Allowance and for mileage reimbursement.

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

15.02 Meal Reimbursement

Refer to Travel Policy contained in the appendix of the Personnel Rules.

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 express written 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 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, County Ordinance, resolution, County Personnel Rule or Regulation 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) calendar 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 as 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.

16.04 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) calendar days, the employee may formally file the grievance in accordance with Step 1 or 2 below, whichever is appropriate. **NOTE:** A grievance must be submitted formally in writing to Step 1, if such option exists, or to Step 2, if Step 1 option does not exist, within fifteen (15) calendar days of the occurrence or the employee's knowledge of the occurrence which gives rise to the grievance. (Sample grievance form attached as Appendix D.)

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) calendar 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) calendar days after receiving the written grievance, the second-level management representative shall meet with the employee. Within seven (7) calendar 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) calendar days after receipt of the written decision from Step 1. Within seven (7) calendar days after receipt of the written grievance, the appointing authority or designated representative shall meet with the employee. Within seven (7) calendar days thereafter, a written decision shall be delivered to the employee.

Step (3)

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

Step (4)

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

1. Should the grievant and his/her representative(s) and the Director of Human Resources, fail to reach agreement on selection of the arbitrator within fifteen (15) calendar 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) calendar 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) calendar 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.

16.05 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 Ten Thousand Dollars (\$10,000) in accordance with Board Resolution No.01-013.

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 LAYOFF POLICY

Refer to Personnel Rules.

19.00 COMMITTEES

19.01 County Safety Committee

The Association shall designate one (1) 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.

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 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.

22.00 MISCELLANEOUS

22.01 Smoking Policy

A smoking policy has been implemented in accordance with Butte County Ordinance 3039.

22.03 Outsourcing/Contracting Out

The County agrees to provide notice to the Association and, upon request, meet and confer on the impact of any new outsourcing or new contracting out of County work which will result in the loss of bargaining unit positions.

23.00 AGREEMENT

23.01 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.

23.02 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.

23.03 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.

23.04 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.

23.05 Term of Memorandum

This Memorandum shall become effective upon Board adoption and shall remain in full force and effect up to and including pay period ending two years after Board adoption. The County and Association shall attempt to begin the meet and confer process by DATE TO BE DETERMINED and endeavor to conclude negotiations in a reasonable time.

Signed and entered into this 26th day of August, 2014.

ASSOCIATION RATIFICATION

Ratified by the Butte County Probation Peace Officers Association-Management Unit on this 30th day of July, 2014.

ASSOCIATION

COUNTY OF BUTTE

NA
President, Probation Peace Officers
Association-Management Unit

Jack Hughes
Jack Hughes, Chief Negotiator

[Signature]
Association Representative

B. Ring
Brian Ring, Director - Human Resources

COUNTY RATIFICATION

Ratified by the Butte County Board of Supervisors this 26th day of August, 2014. Minute Order No. 082614-4.04

[Signature]
Doug Teeter, Chair Butte County Board of Supervisors

ATTEST:

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

By: [Signature]

EXHIBIT I

**FLEXIBLE BENEFITS
OPTIONS**

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. Delta Dental Plan
 - c. Vision Services Plan

2. Flexible Benefit Options.
 - a. Taxable cash back of up to \$403.34/month (\$200/month for those hired on or after January 1, 2014)
 - b. Pre-Tax spending accounts:
 - Dependent Care.
 - Health Care (unreimbursed medical expenses).

Employee B

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

ATTACHMENT A

SALARY SCHEDULE

SECTION 57
SALARY PLAN FOR CLASSIFIED POSITIONS
REFERENCE K
PROBATION PEACE OFFICERS ASSOCIATION MANAGEMENT (PPOA-MGMT) UNIT CLASSIFICATIONS

(Effective 08/03/13)																
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
5505	Chief Deputy Probation Officer	66	\$38,38.00	\$38,1064	\$40,0951	\$42,1005	\$44,2055	\$46,4155	\$48,7354	\$2,969.44	\$3,054.91	\$3,207.68	\$3,369.04	\$3,538.44	\$3,713.28	\$3,896.93
5520	Manager, Juvenile Hall	53	\$26,3521	\$27,7012	\$29,0863	\$30,5406	\$32,0678	\$33,6710	\$35,3548	\$2,110.57	\$2,216.10	\$2,326.90	\$2,443.25	\$2,565.41	\$2,693.68	\$2,828.37

(Effective 08/02/14-2%)																
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
5505	Chief Deputy Probation Officer	66	\$37,0944	\$38,0491	\$40,8966	\$42,9414	\$45,0885	\$47,3429	\$49,7100	\$2,967.55	\$3,115.93	\$3,271.73	\$3,435.31	\$3,607.08	\$3,787.43	\$3,976.80
5520	Manager, Juvenile Hall	53	\$26,9090	\$28,2545	\$29,6873	\$31,1509	\$32,7081	\$34,3435	\$36,0601	\$2,152.72	\$2,260.36	\$2,373.38	\$2,492.05	\$2,616.65	\$2,747.48	\$2,884.86

(Effective 08/01/16-2%)																
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
5505	Chief Deputy Probation Officer	66	\$37,8374	\$39,7293	\$41,7158	\$43,8010	\$45,9917	\$48,2913	\$50,7059	\$3,026.99	\$3,178.30	\$3,337.20	\$3,504.13	\$3,679.34	\$3,863.30	\$4,056.47
5520	Manager, Juvenile Hall	53	\$27,4478	\$28,8202	\$30,2612	\$31,7743	\$33,3630	\$35,0312	\$36,7823	\$2,195.62	\$2,305.62	\$2,420.90	\$2,541.94	\$2,669.04	\$2,802.50	\$2,942.62

ATTACHMENT B
PROCEDURE FOR RELEASE OF EMPLOYEES AND
EMPLOYEE REPRESENTATIVES FOR REPRESENTATION OF
EMPLOYEES

ATTACHMENT B
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.

UNION ACTIVITY RELEASE TIME

NAME OF STEWARD/EMPLOYEE: _____
(Please Print)

DATE OF REQUEST: _____

TYPE OF RELEASE TIME:

- Union Related Training
- Union Related Conferences, Conventions, and Seminars
- Negotiations / Negotiations Planning
- Representation
- Other (Describe: _____)

TIME REQUESTED:

Date(s): _____

Time: From: _____ To: _____ Number of Hours: _____

APPROVAL

Request: Approved _____ Denied _____

Supervisor Signature: _____

Supervisor Name: _____
(Please Print)

ATTACHMENT C

Catastrophic Leave Pool

Agreement

ATTACHMENT C CATASTROPHIC LEAVE POOL AGREEMENT

This agreement is entered into between the County of Butte hereinafter referred to as County, and the Probation Peace Officers Employee Association-Management Unit, hereinafter referred to as the Association, to implement a Catastrophic Leave Pool for employees in Association.

Catastrophic Leave is a leave of absence related to a serious health related condition of a regular employee (or immediate family member) who has exhausted all their own paid leave through a bona fide serious illness or accident. Catastrophic leave does not apply to such conditions as the flu, colds, and/or conditions requiring less than a pay period's absence or to normal pregnancy.

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

The following conditions shall apply to Catastrophic Leave:

1. Catastrophic leave will be available only to employees who have exhausted their own paid leave through a bona fide serious illness or accident.
2. If the absence due to pregnancy is ordered in writing by the treating health care provider, such absence may qualify for catastrophic leave.
3. The leave pool shall be administered by the Human Resources Department.
4. Donations may be made between bargaining units if mutually agreed upon by the respective units and the County.
5. Employees must be in regular appointed positions to be eligible for catastrophic leave.
6. The employee may be on State disability benefits and use the leave pool credits in the same manner that sick leave is used to supplement SDI benefits.
7. All donations are to be confidential, between the donating employee and Human Resources Department.
8. Employees donating to the pool must have forty (40) hours of vacation available after making a donation.
9. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation.
10. Donations will be subject to applicable laws.

11. The availability of Catastrophic Leave shall not delay or prevent the County from taking action to medically separate or disability retire an employee.
12. 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.
13. 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.
14. If an employee is returned to work on a part-time schedule and donations still exist for that individual, the appointing authority must submit notification to the payroll division of the employee's department that intermittent use is authorized.

ATTACHMENT D

Grievance Form

COUNTY OF BUTTE – HUMAN RESOURCES DEPARTMENT

GRIEVANCE FORM

Grievance No. _____

(This form to be used by all bargaining units)

INFORMAL Step: Immediate Supervisor (informal presentation of grievance to Immediate Supervisor)

An informal discussion with the immediate supervisor is required per your MOU.

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.

Informal Conference Held Date: _____

Immediate Supervisor title: _____

If the grievance is not settled satisfactorily at the Informal Conference, the grievance may be sent in writing to the Second Level Supervisor to whom the Immediate Supervisor reports within fifteen (15) calendar days of the occurrence or the employee's knowledge of the occurrence, which gives rise to the grievance. A grievance conference will be held within seven (7) days after receipt of a timely grievance at Step 1.

STEP 1 – SECOND LEVEL SUPERVISOR

To: _____
Supervisor Title Department

From: _____
Employee Title Department

List all the specific MOU Section(s) and/ or Personnel Rule(s) that apply to the grievance.

SPECIFIC Section (s) of MOU and / or Personnel Rule (s) alleged to be violated:

Specify dates, times, witnesses, specific facts, the nature of your grievance, and the specific remedy requested. Attach additional information if more space is necessary. Refer to your bargaining unit grievance procedure for specific details of the grievance process. The Employee Representative must be notified of any scheduled hearings.

Grievance Statement:

Specific Remedy requested:

