



MEMORANDUM OF UNDERSTANDING

2020-2021

BETWEEN THE COUNTY OF BUTTE

AND

**THE UNITED PUBLIC EMPLOYEES OF
CALIFORNIA, LOCAL 792, LiUNA, AFL-CIO
for the
BUTTE COUNTY SKILLED TRADES UNIT**

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF BUTTE AND
THE BUTTE COUNTY SKILLED TRADES UNIT**

Pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et seq., of the California Government Code and Chapter II of the Butte County Personnel Rules and Regulations, representatives of the County of Butte, hereafter called "County," and the United Public Employees of California Local 792 hereafter called "Union," have negotiated concerning the wages, hours and working conditions for employees in the Skilled Trades Unit. This memorandum represents the good faith effort of both the County and the Union representatives to reach agreement on matters of wages, hours and conditions of employment. It is understood that this agreement is not binding upon the County until such time as it is ratified by the Butte County Board of Supervisors and the membership of the Union.

1.0 RECOGNITION

The County recognizes the United Public Employees of California Local 792 as the representative for employees in classifications designated for inclusion in the Skilled Trades 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 designation classifications are attached hereto as Attachment A.

2.0 MANAGEMENT RIGHTS

The County reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this agreement.

3.0 UNION SECURITY

3.1 General Provisions

The County shall comply with applicable State law concerning Association membership dues.

3.2 Indemnification and Hold Harmless

It is specifically agreed that the County assumes no obligation with respect to the Union dues and fair share service fees other than those specified in this Section. The Union agrees that it will hold the County harmless from any claims, actions, or proceedings by any bargaining unit member, arising from deductions made by the County pursuant to this Section. The County will generally utilize attorneys from its County Counsel Office at Union expense to represent it in any matter arising under these section 3.0. However, the County may select and utilize outside counsel of its choice at Union expense if it deems it appropriate or otherwise necessary to address any third party matter arising under this section 3.0.

4.0 UNION RIGHTS

4.1 Access to Employees

With prior notice to the facility manager, the Union or its officially designated representative shall have access to County employees during off-duty time in the non-work areas of County facilities for the purpose of Union business. With prior notice to the facility manager, the paid staff of the Union 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.

4.2 Bulletin Boards

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

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

Material posted shall not contain personal attacks on any County official or employee, any material that constitutes harassment, discrimination or retaliation based on race, gender, ethnicity, religion or other statutorily or constitutionally impermissible basis, as well as any pornographic or obscene material. The County reserves the right to remove any material posted in violation of this section. However, the Union may grieve the application of this section up to and including Step 2 of the grievance procedure.

4.3 Use of County Facilities and Resources

With the approval of the Chief Administrative Officer or other County authorized official, the Union may use certain County facilities, resources and supplies, including the County courier and e-mail systems, as long as the County is reimbursed for the cost of any supplies or materials provided to the Union and that such use or supply does not interfere with the efficiency, safety and security of County operations. The County shall provide a list of other officials authorized to permit Union usage of County facilities, resources and supplies.

The Union agrees to pay the County upon demand, costs of such benefits or supplies received from the County, included but not limited to services of County-owned or leased copying machines, and expendable office supplies for Union use.

4.4 Internal Communications

The County agrees to provide the Union annually during the month of January a complete updated listing of the name, classification and department of assignment of all employees designated in the unit. The County also agrees to provide on a monthly basis the name, classification, date of appointment and department assigned of all new employees hired into the unit. In the event the Human Resources Department produces periodic lists of demotions and/or transfers during the term of this agreement, copies of such lists shall be made available to the Union. In the event of a layoff in classes represented by the Union, the Union shall be provided with a copy of the resulting reinstatement list(s).

4.5 New Classifications

The County and the Union will meet and confer upon request regarding any matters within the scope of representation concerning 1) any County change to an existing job classification or 2) County adoption of a new job classification. The Union shall be provided the following information if available at the time of notification from the County:

- The proposed job specification;
- Current job specification;
- The proposed wage;
- Current wage;
- Organizational Chart including position, and
- Summary of comparable agency data, if available

The Union shall normally be limited to three representatives, including paid staff, unless otherwise agreed by the parties.

4.6 New Employee Orientation

The County will conduct an orientation program for new employees. As a part of this program, the County shall distribute material supplied by the Union, subject to the County's right to approve the material.

4.7 Reclassification

Upon request by the County, Union agrees to meet and confer over reclassifying the Traffic Control Worker classification to the Road Maintenance Worker classification.

5.0 UNION REPRESENTATIVES

5.1 Negotiators

The Union shall be allowed to designate up to four (4) employees within the unit to serve as representatives to negotiate with the County. The Union shall provide the Director of Human Resources with the name, classification and department assigned of each of the negotiators. Should any changes or alternate be appointed after the original list is established, the Union shall advise the Director of Human Resources immediately. Employees designated as unit negotiators shall, as authorized by the Director of Human Resources, be granted a reasonable release time from scheduled duties without loss of pay to meet with the County representative during negotiations of matters of wages, hours and conditions of employment. The County shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Union exercising this right.

5.2 Shop Stewards

The Union shall have the right to establish shop stewards for the Skilled Trades Unit according to the following conditions.

- a) The Union agrees to notify the County Human Resources Director of the names, classifications and departments of their stewards, which shall not exceed five (5) in number, including one chief steward. The Union shall immediately inform the Director of Human Resources of any changes in the original list and provide an update by name, department and classification.
- b) A reasonable amount of time will be granted the worker and the steward to handle initial grievance and appeal procedures. The parties agree that in handling grievances, the worker and the steward 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 a worker wishes to discuss a grievance or appeal on County time with a designated steward, the worker shall be allowed an opportunity within a reasonable amount of time to verify if the designated steward is available to be seen. If the steward is present and available, the worker shall complete a "grievance release form" and submit it to the immediate supervisor prior to meeting with the steward. Such release form shall only contain the worker's name, classification title, steward's name and work location of steward, time left, date, and upon return, the worker shall note the time returned on the form. The supervisor shall maintain a record of such request. 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 steward shall be released to perform the duties specified in this section. A steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable to be released by the immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.
- e) With prior approval by the Director of Human Resources, the Union may use the Human Resources Training Room for Shop Steward Training. The Union shall submit the training agenda to the Director of Human Resources for approval. Shop stewards attending such training shall have available an aggregate pool of sixteen (16) hours paid time to attend training. Training time shall not exceed four (4) hours per session and the County shall not be responsible for any overtime hours or travel related to such training.
- f) The County and the Union have agreed on a steward release form including release procedures. A copy of the form is attached hereto as Attachment B.
- g) The Union will equally distribute steward workload amongst stewards so as to avoid overburdening any one steward(s). Stewards are responsible for the full and timely completion of their County work assignment.

6.0 NON-DISCRIMINATION

6.1 Affirmative Action

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

6.2 Individual Rights

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

7.0 PERSONNEL FILES

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

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

8.0 HOURS OF WORK, WORK SCHEDULES, WAGE SCHEDULES AND RESTRICTIONS

8.1 Work Schedules

Except as provided below, the normal work schedule shall be 8:00 a.m. to 5:00 p.m. each day of the year except Saturdays, Sundays and holidays. The normal work schedule shall be eighty (80) hours per biweekly pay period for a full-time employee. Except for overtime, callback and standby assignments, departments which necessitate a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned unless the employee has been notified at least ten (10) working days in advance of the change in work schedule.

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.

8.2 Alternate Schedules

Upon the recommendation of a department head, alternate, flex-time, job-sharing and voluntary reduced work hours programs may be established, after consultation with the Director of Human Resources and the Union. Any job-sharing program will require that the benefits be pro-rated or as otherwise mutually agreed upon in writing by both parties. Requests for special schedules by employees shall be seriously considered. Employees shall be advised of the decision, pro or con, made on their requests for a special schedule.

Alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternative scheduling patterns. Prior to establishing an entirely new alternate schedule (for example: a 4/10 schedule if one had never existed before), the County shall give notice to the Union and afford the opportunity to meet and confer. 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, 8 hours per day. Employees shall be charged time off based on the number of hours in the work day missed. In determining which employees are entitled to alternative schedules, the Appointing Authority shall take into account job classification and required skills. In the event all other things are equal; seniority shall be the determining factor. Determination as to the quality of skills shall be made in the sole discretion of the Appointing Authority.

8.3 Meal Periods

In general, employees shall be entitled to an unpaid lunch period of not less than thirty (30) minutes nor more than one (1) hour. Departments/Divisions shall have the option of determining the appropriate lunch period length. Employees required to work during or through the lunch period shall be compensated for actual time worked. Employees may be required to work a continuous eight (8) hour shift. Employees, so scheduled, shall be allowed to eat their meal during the shift. In addition, any employee required to work overtime shall be permitted a one-half (1/2) hour paid meal break each four (4) hours of such overtime.

8.4 Rest Periods

Employees shall be allowed a duty-free rest break of fifteen (15) minutes during the mid-portion of the first and second shift. Rest periods shall be scheduled in accordance with the requirements of the department but in no case shall rest periods be added to the beginning or the ending of a work shift or lunch period. The appointing authority may designate the time and location at which rest periods may be taken. Rest periods shall be considered hours worked, and employees may be required to perform duties if necessary. The appointing authority shall make a reasonable effort to insure that employees are permitted rest breaks.

9.0 OVERTIME

9.1 Eligible Positions

Refer to the Butte County Personnel Rules.

9.2 Overtime Defined

The provisions of the County's Personnel Rules shall apply. In addition, Union has agreed that overtime shall be calculated on actual time worked. This provision that overtime shall be calculated on actual time worked will not become effective for the Skilled Trades Unit until the pay period inclusive of July 1, 2019.

9.3 Overtime Authorization

Refer to the Butte County Personnel Rules.

9.4 Overtime Compensation

Employees shall be compensated for overtime at one and one-half (1 1/2) times their regular rate of pay. Overtime compensation may, at the discretion of the employee, be paid with regular wages in the pay period in which it was earned or be credited as Compensatory Time Off (CTO) to a maximum of 100 hours.

To account for frequent call-outs during inclement weather events, the classifications of Road Maintenance Assistant, Road Maintenance Worker, Road Maintenance Worker, Senior and Road Maintenance Worker, Lead shall be allowed to be credited up to a maximum of 240 CTO hours.

9.5 Accumulated Compensatory Time Off

An employee who has requested use of accumulated CTO shall be permitted by the appointing authority to use such time within a reasonable period unless the request unduly disrupts departmental operations. Once the employee has reached the cap of 80 hours of CTO, the appointing authority may require the employee to take off any excess hours during the work week in which it is earned. Any CTO accumulation in excess of the 80 hour cap which is not taken in the workweek in which it is earned, shall be paid with regular wages in the pay period in which it is earned. An employee who has accumulated CTO shall, upon termination from County employment, be paid for the CTO with the termination pay settlement. Compensatory Time Off accruals shall appear on the employee's biweekly earnings statement.

9.6 Fringe Benefits Not Affected By Overtime

Refer to the Butte County Personnel Rules.

9.7 Assignment of Overtime

Assuming similar qualifications, regular County employees shall be offered the opportunity to work overtime hours prior to an offer of overtime hours being made to extra help employees. The preference for regular employees shall not be granted in special circumstances; for example, excessive overtime being worked by regular work employees, sick leave being taken during the pay period, etc.

10.0 VACATION LEAVE

10.1 Accrual

Refer to the Butte County Personnel Rules.

10.2 Vacation Eligibility

Refer to the Butte County Personnel Rules.

10.3 Vacation Carryover

Refer to the Butte County Personnel Rules.

10.4 Vacation Payout

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

10.5 Vacation Scheduling

Vacations shall be scheduled at the request of the employee and with the approval of the department. A departmental vacation schedule shall be arranged with time preference given to employees on the basis of seniority.

10.6 Vacation Buy-Back

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

11.0 SICK LEAVE

11.1 Sick Leave Accrual

Refer to the Butte County Personnel Rules.

11.2 Sick Leave Eligibility

Refer to the Butte County Personnel Rules.

11.3 Uses of Sick Leave

Refer to the Butte County Personnel Rules.

11.4 Reporting Requirement

Refer to the Butte County Personnel Rules.

11.5 Medical Reports

Refer to the Butte County Personnel Rules.

11.6 Payment of Sick Leave

Refer to the Butte County Personnel Rules.

11.7 Sick Leave Buy-Back Option

Refer to the Butte County Personnel Rules.

11.8 Donation of Paid Time

The donation of paid time (with the exception of Sick Leave) program agreed to by the Union and the County shall continue for the term of this agreement. Refer to the Personnel Rules for the Catastrophic Leave Pool Agreement.

12.0 LEAVES OF ABSENCE

12.1 Bereavement Leave

Refer to Personnel Rules.

12.2 Industrial Disability Leave With Pay

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

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

12.3 Industrial Disability Leave Without Pay

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

12.4 Military Leave

Refer to Personnel Rules.

12.5 Family Leave

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

Non-compensated leave under this section shall not be permissible until the employee has exhausted sick leave.

12.6 Jury and Witness Leaves

Refer to Personnel Rules.

12.7 Paid Administrative Leave

An appointing authority or designated representative, in his/her sole discretion, may, when extraordinary circumstances exist and necessary for the operation of the department, place an employee on paid administrative leave subject to call. Paid administrative leave may not exceed 45 calendar days without notification, in writing, to the Director of Human Resources. Paid administrative leave may not exceed ninety (90) calendar days without the express, written approval of the Director of Human Resources.

In the event an employee is placed on Paid Administrative Leave, the following workday the employee's schedule shall be changed to Monday through Friday 8:00am to 5:00pm. The employee shall remain available through his/her home telephone or cell phone during regular working hours, and is expected to respond to calls within one (1) hour of notification. Failure of an employee to respond to a call will result in either his/her accrued leave being utilized for the period of time that he/she did not respond, or he/she will be placed in a non-compensated status. In addition, a failure to respond when called will constitute a violation of the directive that the employee remain available during regular working hours, and may result in the employee being subjected to disciplinary action, up to and including termination from employment.

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

12.8 Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

Parties agree to change from a calendar year qualifying period to a rolling 12-month qualifying period measured from the date an employee uses any FMLA and/or CFRA leave. Date of implementation will be contingent upon administrative matters which the Union will be kept abreast of.

13.0 HOLIDAYS

Refer to Personnel Rules.

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

14.0 COMPENSATION

14.1 Wage

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

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

14.2 Shift Differential Pay

A regular employee who is required as part of a normal work schedule to work a majority of the shift between the hours of 5:00 p.m. and 7:00 a.m., or who work the majority of their scheduled shift on the Saturday and Sunday day shift between 7:00 a.m. and 5:00 p.m. shall receive, in addition to regular pay, one dollar (\$1.00) per hour for each shift worked as shift differential compensation. The shift differential shall be pro-rated to the nearest seventy-five cents (\$.75) for each one-fourth (1/4) of the shift served during the qualifying period. Employees shall not be entitled to shift differential compensation while on sick leave, vacation or other paid leaves. The reassignment by the appointing authority of an employee from a shift covered by differential pay to a shift not covered by differential pay shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

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

14.3 Temporary Assignment in Higher Paid Classification (Temporary Upgrade)

Whenever an employee is assigned in writing by their supervisor or acting supervisor to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year, 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 compensation for an assignment which commenced June 15 of one fiscal year and ended on July 5 of the succeeding fiscal year would receive compensation for the entire assignment. Similarly, an employee whose eleventh (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 eleventh (11th) day or eighty-first (81st) hour.

This provision shall only be reported to PERS 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." Only employees who vacate their existing position and move 100% into the upgraded position, shall have the compensation reported as pensionable.

14.4 Bilingual Pay Differential (Bilingual Premium)

When it has been determined that an employee's use of bilingual language skills or specialized communication skills are essential and critical for the successful performance of the functions of a county department, a bilingual differential shall be paid at a rate of fifty (\$50.00) dollars 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 of any length shall not affect the calculation of bilingual pay).

The Director - Human Resources shall formulate policies and procedures for administering the provisions of this section which will require the written justification by the appointing authority, verification of the employee's language or communication skill ability, and procedures for review of continued need on no less than an annual basis.

14.5 Callback

An employee who is required to physically return to work on an overtime basis shall receive a minimum of two (2) hours wages (overtime rules apply) or CTO for the time actually worked, whichever is greater and be entitled to receive mileage reimbursement pursuant to Section 18.01. The two-hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties. Such time worked shall include travel time between an employee's residence and his/her regularly assigned work location. An employee handling a phone call not requiring that he/she physically return to work shall be entitled to the minimum overtime payment (rounded to 15 minute increments). The employee receiving a call during normal sleeping hours shall be entitled to a one (1) hours wages (overtime rules apply) or CTO for the time actually spent on a call, whichever is greater.

In addition, non-exempt employees who are called back to work on a holiday due to unpredictable situations, as determined by the Appointing Authority, such as inclement weather or other emergencies, shall be compensated at the overtime rate of pay for all hours work on that holiday only in addition to receiving their normal eight (8) hours holiday pay.

14.6 Standby Pay

a. Status

Effective immediately, each employee in the unit of representation shall be entitled to receive forty dollars (\$40.00) for each eight-hour (8) standby shift, or portion thereof, as ordered and authorized by an appointing authority. A standby shift is defined as any eight-hour (8) shift following the employee's normal 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.

b. Response Time

Employees placed on standby status shall keep the appointing authority or designee advised of their location during the standby shift and shall respond to duty within two (2) hours from the time of notification. Those on standby pay responding to a call will be compensated (overtime rules apply) from the point they engage/respond to the call up until the employee returns home/re-engages into standby mode. Those responding shall also be eligible for mileage reimbursement in accordance to

Article 18.1 a). When an appointing authority determines it is in the interest of the County to provide electronic paging devices for standby workers, the appointing authority shall provide and maintain such devices and instruct workers in proper use. Employees on standby status shall not be eligible for shift differential pay as specified under Section 14.2 or for callback pay as specified under section 14.5. Employees returning to duty from standby shall be eligible for overtime as specified in Article 9.00.

c. Exemption

Employees who would face a hardship in serving standby because of the need to care for small children may request exemption from standby duty. Employees so requesting must have arrangements for alternative coverage. Approval shall be in the sole discretion of the department head or his/her designee.

14.7 PERS Reporting (Uniform Allowance)

The County shall report to PERS monthly and pay the required contributions on the value (cost and cleaning) of uniforms for both miscellaneous and safety members, regardless of how the uniform is supplied. This value may be analyzed annually and adjusted accordingly. This provision shall only be reported to PERS as pensionable compensation for Classic Members as defined by PEPRRA. Estimated values are as follows:

Animal Control /Misc.	\$17.00/mo
Building and Grounds	\$14.00/mo

14.8 Special Pay (Computer Operations Premium)

For individuals consistently and in an on-going manner assigned to perform the principle IS function in the department or division who are not classified as an IS position shall be provided an additional five (5%) percent of base pay.

14.9 Step Increases

Refer to Personnel Rules.

14.10 Precinct Workers

Employees in the unit who serve on Election Day as precinct officers will receive paid release time in the amount of their normal day's pay, plus the Board approved poll worker stipend for the assigned title. All employees in the bargaining unit are eligible for this provision except for employees funded by State gas tax (Road Fund). Employees seeking to serve as precinct officers must obtain advance permission from their Department Head or designee.

15.0 UNEMPLOYMENT INSURANCE

Refer to the Butte County Personnel Rules.

16.0 HEALTH PLAN

16.1 Employee Health Plan Eligibility

- a) All regular employees assigned to a one-half (1/2) time or more position 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-sponsored group Cafeteria Plan. Employees working less than full-time and hired after November 1, 1987, shall receive prorated health contributions rounding to the nearest one quarter time; i.e., either fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) of the County contribution for full-time employees. Eligible employees enrolling in the program within sixty (60) days following their appointment will be covered subject to the contract limitation with the health plan carrier. Coverage shall commence when the employee is eligible for coverage under PERS rules and the health plan carriers' rules. Employees enrolling after the sixty (60) day enrollment period will be eligible for coverage on the first day of the month following a ninety (90) day waiting period which will begin upon receipt of all necessary enrollment documents by the Department of Human Resources, unless the employee can certify a qualifying loss of other coverage.

16.2 Description

The Butte County Flexible Benefits Plan consisting of the Tax Deferred Medical Premium option, the Dependent Care Reimbursement option and the un-reimbursed Health Care Cost option, (hereafter "Cafeteria Plan") is available to all employees in regular-help positions (hereafter "employee"). There will be two (2) participation levels, identified as Employee "A" and Employee "B" as per Section 16.03. Once the selection is made, it will remain in force until the current calendar year end and when a selection is made during the following year's open enrollment period. The fee for a third party administrator will be paid by the County. The medical premium option will be the default option and remain in effect until and/or unless changed by the employee.

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

16.3 Participation Levels

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

The County shall retain ownership and sole rights to the County's monthly contributions, as stated above, for this period;

Employees shall not be required to contribute their portion of monthly premiums for this same period.

Option A – CORE PLAN

Employees who elect Option A to participate in the County sponsored medical plan will receive the County health benefits flex contribution (as specified below) to be utilized to purchase their selected medical plan and cannot be cashed out. In the event that an employee selects a medical plan that results in an excess County contribution, that excess contribution will be deemed a non-health flex contribution that may be taken as taxable income or applied to pre-tax dental, vision or other

alternative approved benefits. Should an employee decline County sponsored medical coverage, such employee will receive a cash-in-lieu payment if the employee complies with the requirements outlined in Option B below.

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

Employee Only \$598.78
Employee Plus One \$1,057.30
Family \$1,343.41

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

Employees, regardless of medical plan participation status, are eligible to enroll in the County's dental and/or vision programs. Employee contributions for dental and vision will be deducted from employee's regular payroll on a pre-tax basis. Employees that have elected Option A can also elect to participate in optional benefits. If the employee has any surplus Flexible Benefit Account credits after making all elections required to participate in the health insurance, the employee can use that surplus toward the Flexible Benefit Options listed in the Flexible Benefit Options Exhibit. Employees that wish to participate in the optional benefits in the plan, with the exception of the cash back option, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

Option B - FLEXIBLE BENEFIT OPTIONS

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

- (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source of group health insurance (coverage not obtained in the individual market or through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and
- (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the County will not in fact make payment if the County knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

Employees hired on or before December 31, 2013, will receive an employer flex credit 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.

16.4 Administration

- a) No benefits will be paid to employees in Option B until all requirements outlined in the Flexible Benefits – Option B section have been met.
- b) Part-time, regular help employees will receive proportional benefits as provided in the Memorandum of Understanding. All employees assigned to a one-half (1/2) time or more position, and the employees' 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, shall receive prorated flex benefit contributions rounding to the nearest one-quarter time; i.e., either fifty percent (50%), for employees working thirty-six (36) hours to forty-five (45) hours; seventy-five percent (75%), for employees working forty-six (46) to sixty-four (64) hours; or one hundred percent (100%), for employees working sixty-five (65) hours or more.

This section does not affect part-time employees grandfathered into full-time benefit status under Section 16.01 of the M.O.U.

- c) Any money deposited in the Flexible Spending Account of an employee must be used during the plan year (with the exception of \$500, which may be carried over to the following 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.

16.5 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 the premium for health benefit must be paid monthly and the premiums for vision and/or dental benefits must be paid quarterly for the employee (and dependents, if applicable).

Employees with ten (10) years or more of compensated cumulative service with Butte County who, upon termination, immediately retire under the provisions of the County's contract with the Public Employees' Retirement System shall be eligible for the health benefit only coverage for themselves (employees only) to the Medicare Supplemental Qualifying Age under the following conditions.'

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

After the first year of retirement, members may choose one of the following options as allowed under Section 17.03:

1. to receive one (1) month of reimbursable health only premium for each day of sick leave on accrual at the date of retirement; or
2. one (1) month of reimbursable health plan benefits (employee only) will be granted for each day of accrued sick leave until the sick leave credit is exhausted or the employee reaches the Medicare Supplemental Qualifying Age; and one (1) month of reimbursable health plan benefits for each

one and one-half days in excess of thirty (30) days accrued sick leave to cover employee's spouse until the sick leave credit is exhausted or spouse reaches the Medicare Supplemental Qualifying Age. Enrollment of employee's spouse will be postponed until (date), but only if the spouse is eligible for enrollment to the health plan, effective that date, pursuant to the Health Insurance Portability and Accountability Act (HIPAA). This election is irrevocable and will revert to employee only coverage if employee's spouse is not eligible for enrollment on the effective date cited about pursuant to HIPAA. The sick leave originally allocated for the coverage of the employee's spouse shall be forfeited if the employee's spouse is not enrolled in the health plan on the effective date cited above. Rights to continuation of health coverage above are in addition to any rights the employee is entitled to under COBRA.

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

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

After a retired employee's death, the retiree's spouse may use remaining sick leave, subject to the provisions of this section, to purchase medical benefits if the retiree elected survivor benefits for the retiree's PERS retirement pension and any other applicable requirements. Under this provision, the spouse may purchase one month of medical benefits for one and one-half days of accrued sick leave up to age 65. Unused sick leave hours remaining upon a retiree's death, a retiree achieving the Medicare Supplemental Qualifying Age or a spouse achieving the Medicare Supplemental Qualifying Age may not be cashed-out or converted to another benefit.

16.6 Benefit Plan Review Committee

The County agrees to continue discussion on alternative health options for County employees. The County further agrees that should there be a change in health providers, the agreed upon County contribution rates and the PEMHCA contribution at the time of the change shall continue (unless there is an agreement to change them). Any change in health insurance plan provider, County contribution for health insurance, cash back in lieu of health insurance, etc., will be detailed in a side letter subject to ratification by STU Union members and the Board of Supervisors.

17.0 RETIREMENT PLAN

17.1 Membership

Participation in the retirement plan shall be consistent with the requirements of PEPRA. To the extent PEPRA conflicts with any provision of this Resolution, PEPRA will govern.

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

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

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

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

“New Members”, as defined above, are eligible to participate in the County retirement program as contracted through the California Public Employees’ Retirement System (“CalPERS”). The retirement program is integrated with Social Security and the retirement benefit is based on the highest average annual compensation over a three-year period with 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.

“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 compensation with the 2% @ 55 formula.

17.2 Retirement Contribution

“Classic Members”: Employees will pay on a pre-tax basis seven percent (7%) of compensation for the employee share of his/her CalPERS pension.

“New Members”: Employees shall pay an amount that is equal to one half (1/2) the normal cost of his/hers CalPERS pension, or the current contribution rate of similarly situated employees, whichever is greater.

17.3 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 16.05. 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).

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

18.0 REIMBURSEMENT OF EXPENSES

18.1 Expenses for Mileage

- a) An employee who has received authorization to use a privately owned vehicle for County business shall be reimbursed at the current IRS rate for each mile driven on County business during the month.
- b) 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 Appendix VII of the Butte County Personnel Rules, the Travel and Expense Policy, 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.

18.2 Professional License Fees

- a) The County shall reimburse employees required to maintain higher level of DMV licenses for the difference of cost for the basic driver license and the license required. The County shall continue to pay the cost of physical examinations required for these licenses.

18.3 Meal Reimbursements

Reimbursement meals shall be paid at the rate provided in Appendix VII of the County's Personnel Rules, the Travel and Expense Policy.

18.4 Boot Allowance

Classifications within the unit determined to need safety footwear shall receive boot allowance of \$200 annually, paid in equal monthly payments through regular pay checks. Employees who have not been actively working for 90 consecutive days will have their benefit discontinued. Upon return to work, this benefit will be reinstated prospectively the first full pay period following the employee's return to work.

The County will issue a Request For Proposal ("RFP") no later than October 2, 2017 seeking interested vendors to provide boots for employees in the Skilled Trades bargaining unit. The County will discuss the RFP with the Union prior to issuing it to address the employees' interests. The County's cost for boots for the bargaining unit must be no more than what is currently allowed.

19.0 DISCIPLINARY ACTION

19.1 Right to Representation

The County shall advise the employee of his/her right to be represented by the Union or other representative of his/her choosing 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.

19.2 Definition of Discipline

Disciplinary action is defined as dismissal (except for probationary release or rejection, including promotional probationary release), demotion (except for demotion due to layoff or reduction in force), suspension without pay, and written reprimand. Disciplinary action may be taken by the appointing authority or his/her designated representative for just and reasonable cause and/or applicable personnel rules.

19.3 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) days or more severity, shall first serve the employee with notice of the proposed discipline including the right to respond to the appointing authority prior to the action being taken. The notice shall be served at least seven (7) calendar days prior to the effective day of the 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 to be the first day of notification. If the employee is served by certified mail, neither the day of the mailing nor the following calendar day shall be considered in the seven calendar 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 cases 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 taken or based is attached; 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 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 required to provide for full investigation of the allegations made against an employee and it is necessary for the operation of the department, the five (5) day period for reassignment or paid leave may be extended with prior approval of the Director of Human Resources

Nothing in this section or in Section 20.05 shall be deemed to preclude the taking and imposition of disciplinary action before the grievance procedure has been resorted to or exhausted by the Union or Employee.

19.4 Notice to Union

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

19.5 Appeal of Disciplinary Action

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

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

20.0 GRIEVANCE PROCEDURE

20.1 Intent

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

An employee (or employees) shall have the right to present a grievance pursuant to this procedure. The employee (or employees) may be represented by the Union or an individual of his/her choice in the formal steps of this procedure. Employees who present a grievance shall not suffer reprisal or other punitive action by the County or the Union because of the exercise of the right to present or appeal a grievance. An employee (or employees) who have a grievance shall be given reasonable time off without loss of pay or benefits to present the grievance to County management pursuant to this procedure.

20.2 Definition and Scope of a Grievance

- a) A grievance may be filed by an employee, a group of employees or, under circumstances described in Section 21.06 of this section, by the Union, of a management interpretation or application of this Memorandum of Understanding, the County Personnel Ordinance or the Personnel Rules.
- b) Specifically excluded from the grievance procedure are subjects involving the amendment of a state or federal law; Board of Supervisors' resolution, ordinance, or minute order; disciplinary actions except as provided in Section 20.05, performance evaluation, denial of merit increases, discriminatory acts, or other matters which have other means of appeal.

20.3 Grievance Procedure Steps

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

Prior to filing the formal grievance pursuant to Step 1 below, the employee is required to informally discuss the matter with their supervisor to determine if the issue may be resolved. If the supervisor, however, is not available to meet with the employee or does not respond within five (5) days, the employees may formally file the grievance in accordance with Step 2. 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.

STEP 1. **Second-level Management Representative**

If the grievance is not settled by Step 1, it may be formally submitted to the second-level management representative designated by the appointing authority. The grievance shall be submitted within seven (7) days after receipt of the decision at Step 1 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, 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 2 or the verbal decision of Step 1, whichever applies. Within seven (7) days after receipt of the written grievance, the appointing authority or designated representative shall meet with the employee. 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 discussions at Steps 1 through 3, or if there is a dispute as to whether or not the grievance meets the definition of grievance under Section 20.02 hereof, the issue shall be submitted to an impartial arbitrator who shall be designated by mutual agreement of grievant and/or 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/or his/her representative and the Director of Human Resources fail to reach agreement on selection of the arbitrator within twenty (20) days, they shall jointly request a list of seven (7) qualified arbitrators from the California State Mediation and Conciliation Service. This request shall be submitted within five (5) days after expiration of the time allotted to reach mutual agreement on selection of an arbitrator. During the twenty (20) day period, and while waiting for the list from the California State Mediation and Conciliation Service, the Director of Human Resources and the representative(s) of the Union shall make every effort to explore mutually acceptable resolutions to the grievance referred to arbitration. The purpose of this process is to allow both parties to avoid the time and expense of the arbitration process while pursuing mutually acceptable resolutions to grievances. If mutual selection cannot be made from the list received within five (5) days, the parties shall select the arbitrator by alternately striking names until only one name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list of arbitrators shall be determined by a toss of a coin. The parties shall immediately request available dates from the selected arbitrator, subject to California State Mediation and Conciliation Service procedures. Unless the parties mutually agree otherwise; the arbitration shall then be scheduled.
2. The grievant and/or his/her representative shall invoke the arbitration step within seven (7) days of receipt of a decision at Step 3 of this procedure by submitting a written request for arbitration to the Director of Human Resources.
3. In cases in which the Union represents the grievant, the County and Union shall share the arbitration cost on a 50/50 basis. In cases in which the Union is not representing the grievant, or the Union 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 Union and unless such dispute falls within the definition of a grievance as set forth in Section 20.02 and is consistent with all provisions herein.
6. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section.

7. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is within the authority of the Board of Supervisors or other legislative body or to establish any new terms or conditions of employment. The arbitrator's decision shall be limited only to the application and interpretation of the existing rule in the matter referred for consideration.

20.4 Consistent Awards

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

20.5 Administration of the Grievance Procedure

1. As used herein, a "formally submitted grievance" shall include a concise description of the problem; the section or sections of the memorandum, law, ordinance, resolution, regulation or rule alleged to have been violated; the proposed remedy; the date of the grievance; the date the grievance was filed and the signature(s) of the person or persons filing the grievance.
2. If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits, the grievance shall be considered resolved.
3. If a County representative does not render a decision to the employee within the time limits, the employee may, within seven (7) days thereafter, appeal to the next step in the procedure.
4. If in the judgment of a management representative, the management representative does not have the authority to resolve the grievance, the grievance may be referred to the next step of the procedure.
5. By agreement in writing, the parties may extend any or all of the time limits of the grievance procedure.
6. A copy of all formal grievance decisions shall be forwarded to the grievant, the Director of Human Resources and the Union.
7. After consultation with the Union, the Director of Human Resources may temporarily suspend or consolidate grievance processing on a section-wide basis in an emergency situation. Emergencies shall be defined as natural or civil disaster or overburdening of the grievance procedure by submission of multiple grievances filed as a job action tactic. The Union may appeal the suspension or consolidation action of the Director of Human Resources at the arbitration step of the grievance procedure. In the event of such appeal, the County and the Union agree to jointly request a list of arbitrators from the State Mediation and Conciliation Service within two (2) working days of the Director of Human Resources 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 Resources action under this section shall pay the full cost of the arbitrator.

20.6 Union's Standing to Grieve

The Union shall have standing to grieve beginning at the first formal step as follows:

- a. On all matters relating to Union rights or prerogatives or on matters relating to the Union's business relationship with the County.
- b. On behalf of former County employees regarding their termination rights and benefits.
- c. Where the Union determines that there is a substantial non-compliance with an otherwise grievable term or condition of employment, where no specific employee is directly affected by an interpretation or application of the County affecting otherwise grievable terms and conditions of employment.
- d. Where a grievance filed by an employee representing themselves or having a representative other than the Union is resolved in a manner the Union believes to be inconsistent with the Memorandum of Understanding.

21.0 SAFETY

21.1 Safe Working Conditions

When an employee has reason to believe a work assignment is in an unsafe work area or involves unsafe equipment, the employee shall report the problem to the immediate supervisor and may refuse to work in the area or use the equipment until it has been inspected by the supervisor. Should the supervisor, after such inspection, order the employee to work, the employee shall do so unless the employee believes, within reason, the work environment to be unsafe. In such instance, the employee may request the department head or assistant department head to inspect the work area. The employee will be assigned other work until the inspection is made. The decision of the department head is final. Nothing herein shall be deemed to waive the employee's rights under CAL-OSHA.

22.0 TRANSFER AND PROMOTIONAL OPPORTUNITY

22.1 Transfer Preference

Refer to the Butte County Personnel Rules.

22.2 Promotional Interviews

Refer to the Butte County Personnel Rules.

22.3 Promotional Step Increase

Refer to the Butte County Personnel Rules.

23.0 LAYOFF

Refer to the Butte County Personnel Rules.

24.0 PERFORMANCE EVALUATION

An employee who receives a "Not Satisfactory" overall rating on a performance report or is denied a merit increase, may appeal to the appointing authority within ten (10) days of such notice. The appointing authority's decision shall be final. The appointing authority will provide a written response to the employee requesting a review of his/her evaluation.

No evaluation of any employee shall be placed in his/her personnel file without providing the employee an opportunity for discussion between the employee and an evaluator. Negative evaluations shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations for improvements to be made. Employees shall have the right to review and respond to any derogatory evaluation.

25.0 SHORT TERM DISABILITY INSURANCE

- a. Each regular employee in the unit shall be required to participate in the Disability Insurance Plan ("the Plan"). Premiums will be paid totally by the employees through payroll deduction. Required participation means that the employee must make payroll contributions to the Plan but application to receive disability payments benefits under the Plan is purely discretionary on the part of the employee.
- b. The Disability Insurance Plan shall be integrated with the County's sick leave plan and the employee(s) shall be allowed to use all accrued time available in accordance to the Mandatory Leave Accrual Usage policy for each disability in accordance with the *SDI/PFL Coordination Program*.
- c. The Union and County have agreed to contract with SDI for short term disability insurance. The parties implemented State Disability Insurance effective November 1, 2001.

26.0 RAIN GEAR

Employees provided rain gear by the County shall also be provided rain boots.

27.0 LIFE INSURANCE

Unit employees shall receive twenty five thousand dollars (\$25,000) in term life insurance. Employees may buy specified additional insurance through the County's group carrier.

28.0 IRS 125 PROGRAM

The IRS Section 125 Program will remain in effect for the term of this agreement.

29.0 EMPLOYEE ASSISTANCE PROGRAM

The County shall maintain in effect the Employee Assistance Program as revised and pay the monthly cost of the program.

30.0 EXTRA HELP WORK

Regular County employees shall be allowed to work as extra help when:

1. The extra help work is voluntary; and
2. The work is in a different occupational category.

31.0 PROBATIONARY PERIOD

Refer to Personnel Rules.

32.0 TUITION REIMBURSEMENT

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

33.0 ELECTRICAL OUTAGE POLICY

The County and Union have agreed on modifications to the County's Electrical Outage Policy as set forth in the Personnel Rules.

34.0 PROMOTIONAL OPPORTUNITIES

Refer to Personnel Rules.

35.0 PAST PRACTICES

All past-practices are non-enforceable as of the effective date of this MOU unless the parties continue to utilize the past practice during the term of the MOU. Specifically, shorts will no longer be allowed to be worn by Traffic Control Workers or Road Maintenance Workers.

36.0 SIDE LETTERS

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

37.0 RECRUITMENT ELIGIBILITY LISTS

The Union may request from Human Resources information associated with the status of recruitment eligibility lists.

38.0 DISASTER PROTOCOL

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

39.0 FULL AGREEMENT

39.1 General Provisions

It is understood this agreement represents the complete and final understanding on all negotiable issues between the County and the Union. This agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the County and the Union, except as specifically referred to in this agreement. All ordinances, resolutions or rules not specifically referred to in this agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties for the term of this agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter which may not have been within the knowledge of the parties at the time this agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this agreement and any action is proposed by the County, the Union shall be afforded notice and shall have a right to meet and confer upon their request. In the absence of agreement on such proposed actions, the County reserves the right to take the necessary action by management direction.

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

41.0 ENACTMENT

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

42.0 RELEASE TIME FOR RETIREMENT WORKSHOPS

Refer to Personnel Rules.

43.0 SAVINGS CLAUSE

If any provision of this memorandum shall be held invalid by operation of law or by a 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.

44.0 PEACEFUL PERFORMANCE

The parties to this memorandum agree that there shall be no Job Actions or lockouts during its term. Job Action is defined as any strike, sit-down, stay-in, sick-out, refusal to work overtime, slow-down or picketing. In the event of any Job Action by any represented employee(s), the Union shall, in writing, advise the employee(s) to cease their action(s) and resume normal work. The Union shall give a copy of its notice to the County.

The County retains the right to discipline employees participating or giving leadership to actions which violate this section and to seek legal remedies, including damages, against them.

45.0 TERM OF MEMORANDUM

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

Signed and entered into this the 29th day of July, 2020.

COUNTY OF BUTTE

Sheri Waters, Director-Human Resources



Jack Hughes, Chief Negotiator

SKILLED TRADES UNIT



Barbara Ramey, Labor Relations Representative

UNION RATIFICATION

Ratified by the UNION on the 15th day of July, 2020.



Barbara Ramey, Labor Relations Representative

COUNTY RATIFICATION

Approved by the Butte County Board of Supervisors this the 11th day of August, 2020.

Steve Lambert, Chair Butte County Board of Supervisors

Attest:

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

By: _____

ATTACHMENT A-Wage Schedule

Attachment A

Section 28M
Skilled Trades Unit Classification

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
4025	Animal Control Officer	29	\$16.58	\$17.41	\$18.38	\$19.20	\$20.10	\$21.17	\$22.22	\$1,350.72	\$1,393.06	\$1,432.71	\$1,535.85	\$1,612.24	\$1,693.27	\$1,777.64
4028	Animal Control Officer, Senior	30	\$21.23	\$22.20	\$23.40	\$24.58	\$25.80	\$27.08	\$28.45	\$1,698.32	\$1,753.23	\$1,872.40	\$1,968.02	\$2,074.52	\$2,167.53	\$2,275.91
4616	Building Crafts Worker	30	\$17.00	\$17.85	\$18.74	\$19.68	\$20.66	\$21.70	\$22.78	\$1,359.89	\$1,427.89	\$1,498.28	\$1,574.24	\$1,652.86	\$1,728.60	\$1,822.38
4615	Building Crafts Worker, Senior	36	\$19.71	\$20.70	\$21.73	\$22.82	\$23.96	\$25.16	\$26.42	\$1,577.06	\$1,665.91	\$1,738.71	\$1,825.64	\$1,916.82	\$2,012.77	\$2,113.41
6874	Cook	19	\$12.90	\$13.60	\$14.28	\$15.00	\$15.75	\$16.53	\$17.38	\$1,036.43	\$1,082.26	\$1,142.67	\$1,199.80	\$1,262.79	\$1,322.78	\$1,388.92
6873	Cook, Senior	23	\$14.30	\$15.02	\$15.73	\$16.55	\$17.38	\$18.25	\$19.16	\$1,144.03	\$1,201.23	\$1,261.29	\$1,324.36	\$1,390.57	\$1,460.10	\$1,533.11
4620	Department Maintenance Coordinator	36	\$19.71	\$20.70	\$21.73	\$22.82	\$23.96	\$25.16	\$26.42	\$1,577.06	\$1,665.91	\$1,738.71	\$1,825.64	\$1,916.82	\$2,012.77	\$2,113.41
4618	Equipment Utility Worker	26	\$15.40	\$16.17	\$16.88	\$17.83	\$18.72	\$19.65	\$20.64	\$1,231.99	\$1,283.59	\$1,358.27	\$1,426.19	\$1,497.50	\$1,572.37	\$1,650.98
4608	Equipment Mechanic, Assistant	30	\$17.00	\$17.85	\$18.74	\$19.68	\$20.66	\$21.70	\$22.78	\$1,359.89	\$1,427.89	\$1,498.28	\$1,574.24	\$1,652.86	\$1,728.60	\$1,822.38
4619	Equipment Mechanic, Coordinator	38	\$20.71	\$21.75	\$22.83	\$23.98	\$25.17	\$26.43	\$27.75	\$1,650.50	\$1,739.74	\$1,826.73	\$1,918.00	\$2,013.57	\$2,114.67	\$2,220.90
4613	Grounds Maintenance Specialist, Lead	39	\$21.23	\$22.20	\$23.40	\$24.58	\$25.80	\$27.08	\$28.45	\$1,698.32	\$1,753.23	\$1,872.40	\$1,968.02	\$2,074.52	\$2,167.53	\$2,275.91
4712	Grounds Maintenance Worker, Lead	24	\$17.00	\$17.85	\$18.74	\$19.68	\$20.66	\$21.70	\$22.78	\$1,359.89	\$1,427.89	\$1,498.28	\$1,574.24	\$1,652.86	\$1,728.60	\$1,822.38
4714	Grounds Maintenance Worker, Senior	25	\$16.18	\$16.90	\$17.54	\$18.73	\$19.67	\$20.66	\$21.68	\$1,254.36	\$1,350.08	\$1,427.04	\$1,498.39	\$1,573.31	\$1,651.67	\$1,734.57
4021	Hazardous Materials Management Specialist	45	\$24.82	\$25.55	\$27.14	\$28.50	\$29.92	\$31.42	\$32.99	\$1,989.53	\$2,068.00	\$2,171.40	\$2,279.97	\$2,393.57	\$2,513.67	\$2,639.36
4022	Hazardous Materials Management Specialist, Associate	41	\$22.30	\$23.42	\$24.49	\$25.82	\$27.11	\$28.47	\$29.88	\$1,754.30	\$1,873.51	\$1,967.10	\$2,065.54	\$2,168.82	\$2,277.26	\$2,391.13
4020	Hazardous Materials Management Specialist, Senior	48	\$26.51	\$27.54	\$29.23	\$30.69	\$32.23	\$33.84	\$35.53	\$2,120.97	\$2,227.01	\$2,338.37	\$2,456.28	\$2,578.65	\$2,706.85	\$2,842.30
4606	Heavy Equipment Mechanic	36	\$19.71	\$20.70	\$21.73	\$22.82	\$23.96	\$25.16	\$26.42	\$1,577.06	\$1,665.91	\$1,738.71	\$1,825.64	\$1,916.82	\$2,012.77	\$2,113.41
4603	Heavy Equipment Mechanic, Lead	43	\$23.43	\$24.60	\$25.83	\$27.13	\$28.48	\$29.81	\$31.40	\$1,874.83	\$1,988.36	\$2,098.77	\$2,170.11	\$2,278.62	\$2,393.55	\$2,512.18
4605	Heavy Equipment Mechanic, Senior	40	\$21.76	\$22.65	\$23.89	\$25.19	\$26.45	\$27.77	\$29.16	\$1,740.78	\$1,827.81	\$1,919.21	\$2,016.17	\$2,116.92	\$2,221.72	\$2,332.81
4815	Janitor	16	\$12.03	\$12.63	\$13.26	\$13.93	\$14.62	\$15.36	\$16.12	\$698.243	\$1,010.65	\$1,061.08	\$1,114.14	\$1,169.84	\$1,228.33	\$1,288.75
4813	Janitor, Lead	20	\$13.28	\$13.84	\$14.64	\$15.37	\$16.14	\$16.98	\$17.80	\$1,062.24	\$1,115.46	\$1,171.24	\$1,229.80	\$1,291.29	\$1,356.85	\$1,423.64
4344	Landfill Equipment Operator	38	\$20.71	\$18.70	\$20.69	\$21.72	\$22.81	\$23.95	\$25.14	\$1,501.07	\$1,576.12	\$1,654.82	\$1,737.67	\$1,824.55	\$1,916.78	\$2,011.57
4345	Landfill Equipment Operator, Senior	39	\$20.71	\$18.70	\$20.69	\$21.72	\$22.81	\$23.95	\$25.14	\$1,501.07	\$1,576.12	\$1,654.82	\$1,737.67	\$1,824.55	\$1,916.78	\$2,011.57
4348	Landfill Maintenance Worker	19	\$12.90	\$13.60	\$14.28	\$15.00	\$15.75	\$16.53	\$17.38	\$1,036.43	\$1,082.26	\$1,142.67	\$1,199.80	\$1,262.79	\$1,322.78	\$1,388.92
4347	Landfill Maintenance Worker, Senior	22	\$13.95	\$14.65	\$15.38	\$16.00	\$16.75	\$17.58	\$18.70	\$1,116.13	\$1,171.93	\$1,230.53	\$1,292.00	\$1,356.66	\$1,424.49	\$1,496.72
4324	Landfill Scale Attendant	27	\$15.78	\$16.52	\$17.40	\$18.27	\$19.18	\$20.18	\$21.15	\$1,144.03	\$1,201.23	\$1,261.29	\$1,324.36	\$1,390.57	\$1,460.10	\$1,533.11
4323	Landfill Scale Attendant, Senior	23	\$14.30	\$15.02	\$15.73	\$16.55	\$17.38	\$18.25	\$19.16	\$1,144.03	\$1,201.23	\$1,261.29	\$1,324.36	\$1,390.57	\$1,460.10	\$1,533.11
4309	Parts Supply Clerk	23	\$14.30	\$15.02	\$15.73	\$16.55	\$17.38	\$18.25	\$19.16	\$1,144.03	\$1,201.23	\$1,261.29	\$1,324.36	\$1,390.57	\$1,460.10	\$1,533.11
4308	Receiving Coordinator	21	\$28.55	\$29.86	\$31.48	\$33.05	\$34.70	\$36.44	\$38.26	\$2,264.05	\$2,389.25	\$2,518.10	\$2,644.07	\$2,770.26	\$2,900.80	
4307	Receiving Coordinator, Senior	25	\$34.48	\$35.94	\$37.74	\$39.48	\$41.40	\$43.48	\$45.74	\$2,824.39	\$2,974.78	\$3,129.40	\$3,288.74	\$3,452.24	\$3,620.84	
4416	Roof Maintenance Worker	28	\$18.18	\$18.90	\$19.64	\$20.41	\$21.21	\$22.06	\$22.88	\$1,254.36	\$1,350.08	\$1,427.04	\$1,498.39	\$1,573.31	\$1,651.67	
4415	Roof Maintenance Worker, Lead	35	\$19.23	\$20.19	\$21.20	\$22.26	\$23.38	\$24.56	\$25.77	\$1,538.59	\$1,616.82	\$1,698.30	\$1,781.11	\$1,870.54	\$1,961.87	
1393	Roof Maintenance Worker, Senior	32	\$17.86	\$18.75	\$19.69	\$20.67	\$21.71	\$22.79	\$23.90	\$1,426.74	\$1,500.17	\$1,575.18	\$1,653.94	\$1,736.64	\$1,821.64	
1392	Telecommunications Technician	46	\$25.23	\$26.50	\$27.82	\$29.21	\$30.67	\$32.21	\$33.82	\$2,018.77	\$2,119.70	\$2,222.66	\$2,326.97	\$2,432.86	\$2,540.51	\$2,650.94
4436	Traffic Control Worker	50	\$27.55	\$28.95	\$30.71	\$32.24	\$33.86	\$35.56	\$37.33	\$2,293.34	\$2,399.78	\$2,466.74	\$2,579.56	\$2,708.86	\$2,849.66	\$2,998.19
4433	Traffic Control Worker, Lead	35	\$16.18	\$16.89	\$17.54	\$18.73	\$19.67	\$20.66	\$21.68	\$1,254.36	\$1,350.08	\$1,427.04	\$1,498.39	\$1,573.31	\$1,651.67	
4435	Traffic Control Worker, Senior	32	\$17.86	\$18.75	\$19.69	\$20.67	\$21.71	\$22.79	\$23.90	\$1,426.74	\$1,500.17	\$1,575.18	\$1,653.94	\$1,736.64	\$1,821.64	
4510	Vehicle Service Worker	23	\$14.30	\$15.02	\$15.77	\$16.55	\$17.38	\$18.25	\$19.16	\$1,144.03	\$1,201.23	\$1,261.29	\$1,324.36	\$1,390.57	\$1,460.10	\$1,533.11

ATTACHMENT B- Stewards Release Form

SKILLED TRADES UNIT
PROCEDURE FOR RELEASE OF EMPLOYEES AND
STEWARDS FOR REPRESENTATION OF EMPLOYEES

Employees desiring representation by the Union 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 the release until such time arrangements can be made. Once a time and duration has been agreed upon between the employee requesting representation and his/her supervisor, the employee contacts his/her Steward or the Union to obtain representation.

Stewards contacted for assistance in representation will obtain their supervisor's approval for the time and duration requested. Supervisors are to provide Stewards 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 a Steward not be able to be released when the employee has been approved for release, contact should be made with the Chief Steward or paid staff of the Union to obtain a Steward or a paid representative that is able to meet with the employee during the time the employee has been released. If no other Steward or paid representative is able to provide representation when needed, the Steward should advise and work with his/her supervisor and the supervisor of the employee to arrange a mutual time when the employee and his/her representative may meet.

EMPLOYEE REPRESENTATION RELEASE RECORD

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

The original is to be sent to the Human Resources Director with copies to the Steward and his/her supervisor.

EMPLOYEE REPRESENTATION RELEASE TIME RECORD

Name of Steward/Employee Representative _____

Employee/Department Requesting Representation:

Reason: Grievance Discipline Appeal Meet & Confer

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/Employee Representative Signature: _____ Date: _____

EXHIBIT I -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 \$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)