MEMORANDUM OF UNDERSTANDING

2010-2013

BETWEEN THE COUNTY OF BUTTE
AND
BUTTE COUNTY CORRECTIONAL OFFICERS ASSOCIATION-GENERAL UNIT

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF BUTTE
AND
THE BUTTE COUNTY CORRECTIONAL OFFICERS' ASSOCIATION - GENERAL UNIT
July 1, 2010 to September 30, 2013
TABLE OF CONTENTS

1.00 RECOGNITION **5**

2.00 MANAGEMENT RIGHTS **5**

3.00 ASSOCIATION SECURITY **5**

3.01 GENERAL PROVISIONS **5**

3.02 MAINTENANCE OF MEMBERSHIP 6

4.00 ASSOCIATION RIGHTS **6**

4.01 ACCESS TO EMPLOYEES 6
4.02 BULLETIN BOARDS 7
4.03 USE OF COUNTY FACILITIES AND RESOURCES 7
4.04 NEW CLASSIFICATIONS 7
4.05 NEW EMPLOYEE ORIENTATION 8
4.06 ASSOCIATION RELEASE TIME BANK 8

5.00 ASSOCIATION REPRESENTATIVES **8**

5.01 NEGOTIATORS 8
5.02 SHOP STEWARDS 9

6.00 NON-DISCRIMINATION **10**

6.01 AFFIRMATIVE ACTION 10
6.02 INDIVIDUAL RIGHTS 10

7.00 PERSONNEL FILES **10**

8.00 HOURS OF WORK, WORK SCHEDULES, SALARY SCHEDULES AND RESTRICTIONS **11**

8.01 WORK SCHEDULES 11
8.02 ALTERNATE SCHEDULES 11
8.03 MEAL PERIODS 12
8.04 REST PERIODS 12

9.00 OVERTIME **12**

9.01 ELIGIBLE POSITIONS 12
9.02 OVERTIME DEFINED 12
9.03 OVERTIME-CORRECTIONAL OFFICERS AND CORRECTIONAL TECHNICIANS 12
9.04 OVERTIME AUTHORIZATION 13
9.05 OVERTIME COMPENSATION 13
9.06 ACCUMULATED COMPENSATORY TIME OFF 13
9.07 FRINGE BENEFITS NOT AFFECTED BY OVERTIME 14
9.08 ASSIGNMENT OF OVERTIME 14

10.00 VACATION LEAVE **14**

10.01 VACATION BUY-BACK 14

11.00 SICK LEAVE **14**

12.00 LEAVES OF ABSENCE **14**

12.01 BEREAVEMENT LEAVE 14
12.02 INDUSTRIAL DISABILITY LEAVE WITH PAY 14
12.03 INDUSTRIAL DISABILITY LEAVE WITHOUT PAY 15

12.04 MILITARY LEAVE 15
12.05 COUNTY'S MEDICAL LEAVE POLICY 15
12.06 JURY AND WITNESS LEAVES 15
12.07 PAID ADMINISTRATIVE LEAVE 15

13.00 HOLIDAYS 16

13.01 HOLIDAYS COMPENSATION 16

14.00 COMPENSATION 16

14.01 SAFETY CLASSIFICATIONS 16
14.02 NON-SAFETY CLASSIFCIATIONS 16
14.03 BOOT ALLOWANCE 16
14.04 CANINE COMPENSATION 16
14.05 SHIFT DIFFERENTIAL PAY 17
14.06 TEMPOARY ASSIGNMENT IN HIGHER PAID CLASSIFICATION 17
14.07 BILINGUAL PAY DIFFERENTIAL 17
14.08 CALLBACK PAY 17
14.09 STANDBY PAY 18
14.10 SPECIAL PAY DIFFERENTIALS 18
14.11 NON-SALARIED BENEFIT 19

15.00 UNEMPLOYMENT INSURANCE 19

16.00 HEALTH PLAN 19

16.01 EMPLOYEE HEALTH PLAN ELIGIBILITY 19
16.02 DESCRIPTION 20
16.03 PARTICIPATION LEVELS 20
16.04 ADMINISTRATION 21
16.05 RETIRED EMPLOYEE OPTIONS 21
16.06 BENEFIT PLAN REVIEW COMMITTEE 22
16.07 EMPLOYER-EMPLOYEE HEALTH PLAN DISCUSSION 23

17.00 RETIREMENT PLAN 23

17.01 MEMBERSHIP 23
17.02 RETIREMENT CONTRIBUTION 23
17.02.01 SAFETY CLASSIFICATIONS 23
17.02.02 NON-SAFETY CLASSIFICATIONS 24
17.03 RETIREMENT CREDIT FOR SICK LEAVE 24
17.04 RETIREMENT HEALTH SAVINGS ACCOUNT 24
17.05 2% AT 55 24
17.06 2% AT 50 25

18.00 REIMBURSEMENT OF EXPENSES 25

18.01 EXPENSES FOR MILEAGE 25
18.02 PROFESSIONAL LICENSE FEES 25
18.03 CONCEALED WEAPONS PERMIT 25
18.04 MEAL REIMBURSEMENTS 25
18.05 EXPENSE REIMBURSEMENT 26
18.06 TUITION REIMBURSEMENT 26

19.00 COMPENSATION STUDY 26

20.00 DISCIPLINARY ACTION 27

20.01 RIGHT TO REPRESENTATION 27
20.02 DEFINITION OF DISCIPLINE 27
20.03 PRE-DISCIPLINARY NOTICE 27
20.04 NOTICE TO ASSOCIATION 28
20.05 APPEAL OF DISCIPLINARY ACTION 28

21.00 GRIEVANCE PROCEDURE 29

21.01 INTENT 29
21.02 DEFINITION AND SCOPE OF A GRIEVANCE 29
21.03 GRIEVANCE PROCEDURE STEPS 29
21.04 CONSISTENT AWARDS 32
21.05 ADMINISTRATION OF THE GRIEVANCE PROCEDURE 32
21.06 ASSOCIATION'S STANDING TO GRIEVE 33

22.00 SAFETY 34

22.01 SAFE WORKING CONDITIONS 34
22.02 COUNTY SAFETY COMMITTEE 34

23.00 TRANSFER AND PROMOTIONAL OPPORTUNITY 34

24.00 LAYOFF 34

25.00 SENIORITY LIST SCORE COMPUTATION 34

26.00 ORDER OF SEPARATION IN REDUCTION-IN-FORCE 35

27.00 LAYOFF NOTICE 35

28.00 DEMOTION IN LIEU OF LAYOFF 36

29.00 LAYOFF REINSTATEMENT 36

30.00 LAYOFF - PROBATIONARY EMPLOYEES 37

31.00 PERFORMANCE EVALUATION 37

31.01 NOT SATISFACTORY 37
31.02 DISCUSSION REQUIRED 37

32.00 LIFE INSURANCE 37

33.00 IRS 125 PROGRAM 37

34.00 EMPLOYEE ASSISTANCE PROGRAM 37

35.00 DEPENDENT CARE COMMITTEE 37

36.00 PAST PRACTICES 38

37.00 SIDE LETTERS 38

38.00 FULL AGREEMENT 38

38.01 GENERAL PROVISIONS 38

39.00 ENACTMENT 38

40.00 SAVINGS CLAUSE 38

41.00 PEACEFUL PERFORMANCE 39

42.00 TERM OF MEMORANDUM 39

ATTACHMENT A; SALARY SCHEDULE 41

ATTACHMENT B; EMPLOYEE REPRESENTATION RELEASE FORM 42

EXHIBIT I; FLEXIBLE BENEFITS OPTIONS 45

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

Pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et seq., of the California Government Code and Chapter 10 of the Butte County Personnel Rules and Regulations, representatives of the County of Butte, hereafter called "County," and the Butte County Correctional Officers Association hereafter called "Association," have "met and conferred" concerning the subject of wages, hours and working conditions for employees in the General 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 Association.

1.00 RECOGNITION

The County recognizes the Butte County Correctional Officers Association as the representative for employees in classifications designated for inclusion in the Correctional Officers Association-General 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."

2.00 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.

3.00 ASSOCIATION SECURITY

3.01 General Provisions

The Association shall be provided payroll deduction for membership dues and a second deduction for other authorized and legitimate Association activities. The Association shall provide the County Human Resources Department with a written authorization on a

form approved by the County, signed by the unit member authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County shall, through the Human Resources Department, forward in a timely manner payroll deductions withheld from employees within the unit. The Association shall immediately notify the Human Resources Department of any cancellation or changes in the deduction authorization.

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.

3.02 Maintenance of Membership

a) Agency Shop- The parties acknowledge that the Butte County Correctional Officer's Bargaining Unit has been declared an agency shop in accordance with Government Code Section 3502.5 (b). Designation of an Agency Shop requires all employees in the bargaining unit to either join the recognized Association, pay a service fee as determined by the Association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

b) Upon return from leaves of absence, the County shall reinstate the payroll deduction of Association dues for those employees who are dues check-off immediately prior to taking leave.

Enforcement of these sections 3.01 and 3.02 shall be the responsibility of the Association, utilizing appropriate civil procedures. The Association shall indemnify and hold the County harmless from any and all third party claims, demands or suits, or any other action arising from this section. The County will generally utilize attorneys from its County Counsel Office at Association expense to represent it in any matter arising under these sections 3.01 and/or 3.02. However, the County may select and utilize outside counsel of its choice at Association expense if it deems is appropriate or otherwise necessary to address any third party matter arising under these sections 3.01 and/or 3.02.

4.00 ASSOCIATION RIGHTS

4.01 Access to Employees

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

4.02 Bulletin Boards

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

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

Material posted shall not contain personal attacks on any County official or employee, any material that constitutes harassment, discrimination or retaliation based on race, gender, ethnicity, religion or other statutorily or constitutionally impermissible basis, as well as any pornographic or obscene material.

The County reserves the right to remove any material posted in violation of this section. However the Association may grieve the application of this section up to and including Step 3 of the grievance procedure.

4.03 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, including the County courier system and e-mail, as long as the County is reimbursed for the cost of any supplies or materials provided to the Association and that such use or supply does not interfere with the efficiency, safety and security of County operations. The County shall provide a list of other officials authorized to permit Association usage of County facilities, resources and supplies.

The Association agrees to pay the County upon demand from the Auditor, costs of such benefits or supplies received from the County, included but not limited to services of County-owned or leased Xerox or other copying machines, print shop reproduction facilities, and central services purchases for expendable office supplies for Association use.

4.04 New Classifications

The Association shall be advised in advance of any new position or classification to be created or changed in any way and afforded a full and complete opportunity to meet and confer with the County relative to negotiable matters relating to said positions or classification. The County and the Association may meet and confer if necessary regarding any matters within the scope of representation concerning 1) any County change to an existing job classification or 2) County adoption of a new job classification.

The Association shall be provided the following information, if available at the time of notification from the County:

- The proposed job specification;
- Current job specification;
- The proposed salary;
- Current salary;
- Organizational Chart including position,

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

4.05 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 Association, subject to the County's right to approve the material.

4.06 Association Release Time Bank

An Association Time Bank (ATB) has been established for the purpose of allowing BCCOA members to request paid time off for Association business, including participation in Association sponsored training, conferences and workshops. Any request of ATB time shall require the approval of the President prior to submission.

ATB requests shall follow the same policy for approval as vacation time. ATB time requests shall be approved unless staffing is required on an overtime basis in order for the request to be approved. The Sheriff reserves the right to approve ATB requests which incur overtime costs. ATB time shall not supersede previously approved vacation requests of other Sheriff's personnel.

Upon ratification each employee covered by this bargaining unit shall contribute two and a half (2.5) hours of vacation leave to the ATB. During the first full pay period that begins in January of each year, each employee covered by this MOU shall contribute two and one half (2.5) hours of vacation leave to the Association time bank. This time, if not utilized by the Association within the year it is contributed shall not be returned to the contributing members, nor shall this time be subject to cash out, but rolled over to the next year's ATB. This time shall be come property of BCCOA and shall be banked. Contributions to the ATB shall be done on an hour for hour basis.

5.00 ASSOCIATION REPRESENTATIVES

5.01 Negotiators

The Association shall be allowed to designate up to five (5) employees within the unit to serve as representatives to negotiate with the County. The Association 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 Association 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 Association exercising this right.

5.02 <u>Shop Stewards</u>

The Association shall have the right to establish shop stewards for the General Unit according to the following conditions.

a) The Association agrees to notify the County Sheriff's Department of the names, classifications and departments of their stewards, which shall not exceed) six (6) in number, including one chief steward. The Association shall immediately inform the Director of Human Resources and Sheriff's Department 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, and Sheriffs Department, the Association may use the Sheriffs Department Training Room(s) for Shop Steward Training. The Association 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 eighty (80) 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 Association have agreed on a steward release form including release procedures. A copy of the form is attached hereto as Attachment B.

g) The Association 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.

6.00 NON-DISCRIMINATION

6.01 Affirmative Action

The County and the Association support the concept of affirmative action and equal opportunity in the public service as consistent with merit system principles. Neither the County nor the Association 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.

6.02 Individual Rights

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

7.00 PERSONNEL FILES

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

No material regarding the employee's performance or conduct shall be included in the employee's personnel file without prior notice to the employee. Employees shall have

thirty (30) days to submit a reasonable amount of rebuttal material for permanent attachment to any negative materials entered into their files. No prior event which might have led to demotion, suspension, or termination of the employee which has not otherwise been included in the employee's official personnel file shall be used against the employee in a current disciplinary action.

Employees may request that derogatory materials be removed from their files. Requests shall be made to the County Director of Human Resources who shall determine whether or not the request shall be granted. The decision of the Director of Human Resources shall be made in his/her sole discretion and shall be final.

8.00 HOURS OF WORK, WORK SCHEDULES, SALARY SCHEDULES AND RESTRICTIONS

8.01 Work Schedules

Except as provided below, the normal work schedule shall be twelve (12) hour shifts beginning at 7:00 a.m. or 7:00 p.m. The normal work schedule shall be eighty-four (84) hours per biweekly pay period for a full-time employee. Except for overtime, callback and standby assignments, departments which necessitate a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned unless the employee has been notified at least ten (10) days in advance of the change in work schedule. Notice shall constitute a posted work schedule, except that if any employee is on approved vacation, training, etc., notice shall require telephone contact or written notice to the employees home address.

8.02 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 Association. 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.

Work schedules may include twelve (12) hour schedules, 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 Association and afford the opportunity to meet and confer. Except as provided herein 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.

8.03 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. Jail personnel will be provided one hot meal at no expense due to being restricted to remain at the jail during meal period.

8.04 Rest Periods

Employees may be allowed two (2) duty-free rest breaks of fifteen (15) minutes during the mid-portion for the beginning and ending period 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.

9.00 OVERTIME

9.01 Eligible Positions

All positions in classifications designated in the Butte County Correctional Officers' Association-General Unit.

9.02 Overtime Defined

Overtime is any work rounded to the nearest fifteen (15) minutes time worked in excess of the regularly scheduled work day or in excess of the eighty (80) hours biweekly. For employees whose normally assigned work day is in excess of eight (8) hours, overtime shall be work rounded to the nearest fifteen (15) minutes beyond the normally assigned hours. For the purposes of calculating overtime, all paid time off with the exception of sick leave shall be considered hours worked.

9.03 Overtime-Correctional Officers and Correctional Technicians

Correctional Officers may be assigned a fourteen (14) day work cycle pursuant to the Fair Labor Standards Act 7K exemption. Overtime is any time worked in excess of the

regularly scheduled work day, in excess of twelve (12) hours per day or in excess of the eighty (80) hours biweekly, rounded to the nearest fifteen (15) minutes.

Correctional Technicians may be assigned a fourteen (14) day work cycle pursuant to the Fair Labor Standards Act 7(b) exemption. Overtime is any work in excess of the regularly scheduled work day, in excess of twelve (12) hours per day or eighty (80) hours per biweekly period, rounded to the nearest fifteen (15) minutes.

For employees whose normal assignment work day is in excess of eight (8) hours, overtime shall be work in excess of the normally assigned hours rounded to the nearest fifteen (15) minutes.

For the purpose of calculating overtime worked, all paid time off with the exception of sick leave shall be considered hours worked.

The County and Association agree that the NLRB Certification of Representation for Correctional Technicians has been assumed by the Association. Further, the County and Association agree that non-overtime hours for Correctional Technicians cannot exceed 1,040 during any six month period.

9.04 <u>Overtime Authorization</u>

Employees shall be required to work overtime when assigned by the appointing authority or designated representative. No employee shall work overtime without prior approval of the appointing authority or designated representative.

9.05 <u>Overtime Compensation</u>

Employees shall be compensated for overtime at one and one-half (1 1/2) times their regular rate of pay.

9.06 <u>Accumulated Compensatory Time Off</u>

Employees may accrue Compensatory Time Off (CTO) in lieu of overtime pay. The accrual rate for CTO shall be one and one half hours for each hour of overtime worked.

- No more than 240 hours of CTO may be carried on the books at any time.
- An employee's decision to elect CTO instead of overtime is irrevocable.
- Upon separation, the employee will be paid at the employee's current hourly rate for the remaining CTO balance.
- CTO accumulation is excess of the cap shall be paid with regular wages in the pay period in which it is earned.
- CTO may be cashed out a minimum of eight (8) hours monthly with the approval of the Sheriff or designee.
- CTO accruals shall appear on the employee's biweekly earnings statement.

9.07 Fringe Benefits Not Affected By Overtime

Overtime work shall not be a basis of increasing vacation, sick leave, or other benefits, nor shall it be the basis for advancing completion of the required period for probation or salary step advancement.

9.08 Assignment of Overtime

The County will continue to hire full-time extra help employees. 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 full-time extra help employees. Part-time extra help employees will be utilized to fill vacant shifts. Part-time extra help employees may not displace a regular employee's normal shift and/or shift rotation.

The above preferences for regular employees may not be granted in special circumstances; for example, excessive overtime being worked by regular employees, sick leave being taken during the pay period, gender requirements, etc.

10.00 VACATION LEAVE

Refer to Section the Personnel Rules.

10.01 Vacation Buy-Back

Employees who have taken at least forty (40) hours of vacation time in a calendar year shall have the option of cashing out vacation time each pay period in increments of eights (8) hours. Approval of this request shall be in the sole discretion of the Sheriff upon determination that funds are available.

11.00 SICK LEAVE

Refer to Personnel Rules.

12.00 LEAVES OF ABSENCE

12.01 Bereavement Leave

Refer to Personnel Rules.

12.02 Industrial Disability Leave With Pay

Each regular employee covered by Labor Code Section 4850, shall be granted an industrial disability leave with pay under the rule of Section 4850 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 salary differential representing the adjusted leave benefits.

12.03 Industrial Disability Leave Without Pay

Each regular employee who is injured or contracts an industrial illness on duty that is not covered by Labor Code 4850, 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.

12.04 Military Leave

Refer to the Personnel Rules.

12.05 County's Medical Leave Policy

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

12.06 Jury and Witness Leaves

Refer to the Personnel Rules.

12.07 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.

13.00 HOLIDAYS

Refer to Personnel Rules.

13.01 Holiday Compensation

a. **Working on a Regular Holiday**
Regular employees required to work on a designated holiday or whose regular scheduled day off falls on a designated holiday shall, at the discretion of the appointing authority, be entitled to equivalent compensated time off scheduled either the day preceding the designated holiday or to accrue the pay for future use. Employees will be allowed to maintain up to 110 hours of holiday time prior to mandatory pay. Upon mutual agreement of the employee and County, employees may receive payment for holiday time in lieu of time off. Those on alternative work schedules, shall receive credit for eight (8) hours per holiday, unless otherwise noted in a side letter on alternate work shifts.

14.00 COMPENSATION

14.01 Safety Classifications

Effective the pay period including January 1, 2012 a three percent (3%) wage increase will be applied to all members of this unit.

Effective the pay period including January 1, 2013 a one percent (1%) wage increase will be applied to all members of this unit.

14.02 Non-Safety Classifications

Effective the pay period including January 1, 2012 a two percent (2%) wage increase will be applied to all members of this unit.

14.03 Boot Allowance

Effective July 1, 2011 all members of this unit shall receive a boot allowance of $150 annually, paid in equal monthly payments. 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.

14.04 Canine Compensation

Individuals assigned to the Canine Unit will be paid for an additional forty (40) minutes per day as full and complete compensation for all time spent caring for the assigned animal during the employee's off duty hours. This will include feeding, cleaning, brushing, and miscellaneous home training. No employee shall spend more than the

allocated forty (40) minutes per day with the express written authorization of their supervisor.

This time shall be paid at the rate of the current federal minimum wage per hour (at straight time or to be calculated at time a half when appropriate). The routine reassignment by the appointing authority from a Canine assignment to a non-canine assignment shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process unless presented as a punitive action.

14.05 Shift Differential Pay

Refer to the Personnel Rules.

14.06 Temporary Assignment in Higher Paid Classification

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.

14.07 Bilingual Pay Differential

When it has been determined that an employee's use of bilingual language skills or specialized communication skills are essential and critical for the successful performance of job duties, a bilingual differential shall be paid at a rate of eighty dollars ($80.00) per pay period worked, calculated on an hourly basis or portion thereof. Neither authorized, time off of less than four weeks nor an approved vacation shall affect the calculation of bi-lingual pay.

14.08 Callback

An employee who is required to physically return to work on an overtime basis shall receive either a minimum of two (2) hours straight pay or time off, or time and one-half (1 1/2) pay, or CTO for the time actually worked, whichever is greater and be entitled to receive mileage reimbursement pursuant to Section 18.01. An employee handling a phone call not requiring that he/she physically return to work shall be entitled to the

minimum overtime payment. The employee receiving a call during normal sleeping hours shall be entitled to a one (1) hour straight pay minimum or time and one-half (1 1/2) pay or CTO for the time actually spent on a call, whichever is greater.

14.09 Standby Pay

a. Status

Each employee in this unit shall be entitled to receive twenty-five dollars ($25.00) for each eight-hour (8) standby shift, or portion thereof, as ordered and authorized by the Sheriff. A standby shift is defined as any eight-hour (8) shift occurring outside the employee's scheduled work times.

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. 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 14.03 or for callback pay as specified under section 14.06. Employees returning to duty from standby shall be eligible for overtime as specified in Section 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.

14.10 Special Pay Differentials

Additional pay will be provided to a regular employee's base pay for services rendered during normal working hours for work performed pursuant to Government Code Sec. 20023 "special skills, knowledge, abilities, work assignment, workdays or hours, or other work conditions," as follows:

a) Facility Training Officer

Individuals assigned as Facility Training Officers shall receive Ten Dollars ($10.00) per shift while actually performing FTO responsibilities. The reassignment by the appointing authority from a paid FTO activity to a non-FTO activity shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

b) Officer In Charge

Additional 5% shall be applied to a qualifying employee's base pay who are assigned to Officer In Charge responsibilities.

c) Information Systems Assignment

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 consecutive pay periods.

14.11 Non-Salaried Benefit

Upon ratification of this agreement, the County shall report $50.00 to PERS monthly for uniforms and pay the required contributions on this value for both miscellaneous and safety members, regardless of how uniforms are supplied and maintained.

15.00 UNEMPLOYMENT INSURANCE

Refer to the Personnel Rules.

16.00 HEALTH PLAN

16.01 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, shall be entitled to participate in the County-sponsored group health plan. Employees working less than full-time and hired after adoption of this MOU by the Board of Supervisors, shall receive prorated health contributions rounding to the nearest one quarter time; i.e., either fifty percent (50%) for employee working thirty-six (36) hours to forty-five (45) hours per payroll period, seventy-five percent (75%) for employees working forty-six (46) to sixty-four (64) hours per payroll period, or one hundred percent (100%) for employees working sixty-five (65) hours or more per payroll period. This pro-rated amount is in addition to the regular employee share. Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to the provisions of the MOU with the appropriate bargaining unit and the contract limitation with the health plan carrier. Coverage shall commence when the employee is eligible for coverage under PERS rules and the health plan carriers' rules. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability. Regular employees assigned less than (1/2) one-half

time and extra-help employees shall not be eligible for participation in the health plan.

16.02 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 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.

16.03 Participation Levels

Employee A - CORE PLAN

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

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

Employee B - FLEXIBLE BENEFIT OPTIONS

Employees who elect not to participate in Option A will be asked to sign a waiver and will be required to provide proof of medical insurance (see Section 16.04). They will have an opportunity to participate in the Flexible Benefit Options listed in the Flexible Benefit Options Exhibit I.

Employees who elect not to participate in Option A will be asked to sign a waiver and will be required to provide proof of medical insurance (see Section 16.04). They will have an opportunity to participate in the Flexible Benefit Options listed in the Flexible Benefit Options Exhibit.

The County will provide 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 can use this contribution toward any of the Flexible Benefit Options listed in the Flexible Benefits Options Exhibit.

16.04 Administration

a) No benefits will be paid to employees in Category B until proof of insurance is on file in the Human Resources Office.

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, 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 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.

16.05 Retired Employee Options

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

Employees with ten (10) years or more of cumulative service with Butte County who, upon termination, immediately retire under the provisions of the County's contract with the Public Employees' Retirement System shall be eligible for the health benefit only coverage for themselves (employees only) to the Medicare Supplemental Qualifying age. Under the following conditions, PERS members subject to this Memorandum of Understanding shall be entitled to twelve (12) months of reimbursable health premiums immediately following retirement. In addition, members are permitted as an option to the sick leave buy-back plan specified in Section 11.07 of this memorandum one of the following choices: 1) to receive one (1) month of reimbursable health only premium for

each day of sick leave on accrual at the date of retirement; or 2) to receive one (1) month of reimbursable health only premium for each two and one-half (2 1/2) days in excess of thirty (30) days accrued sick leave to cover both employee and spouse to age 65; or 3) one (1) month of reimbursable health plan benefits (employee only) will be granted for each day of accrued sick leave until the sick leave credit is exhausted or the employee reaches the Medicare 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 above pursuant to HIPAA. The sick leave originally allocated for the coverage of the employee's spouse shall be forfeit if the employee's spouse is not enrolled in the health plan on the effective date cited above. Rights to continuation of health coverage above is in addition to any rights the employee is entitled to under COBRA.

Sick leave conversion at the time of retirement will be calculated at the Employee A - Core Plan amount, which is the Blue Shield HMO, Delta DPO and Vision Service Plan premiums.

Employees hired after June 30, 2010 are not eligible for the conversion of sick leave to health insurance or one year's paid health coverage as outlined in Section 16.05.

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

16.06 <u>Benefit Plan Review Committee</u>

The County-wide Benefit Plan Review Committee shall consist of one employee representative and one alternate to be appointed by each bargaining unit and one representative to be appointed by the non-represented management employees. The Director of Human Resources shall also serve as a committee member. Upon the Committee's request, the County's benefits consultant, representatives from other health plans and the employee organizations will also attend meetings. No other individuals shall attend the Committee's meetings.

The Committee shall obtain necessary data and information on benefit issues. The Committee shall be advisory to the Board of Supervisors and the recognized labor organizations. The County and Association shall continue to explore possible expansion of flexible benefit programs through the Benefit Plan Review Committee. Decisions as to health insurance providers, County insurance contributions, etc., shall be determined

through the meet and confer process between the County and the individual bargaining units.

16.07 Employer-Employee Health Plan Discussion

On or about April 1, 2011, the parties shall commence discussions regarding possible changes to the health plan that might reduce employee premium cost. The County will not unilaterally implement any changes to the existing health plan as a result of these discussions.

17.00 RETIREMENT PLAN

17.01 Membership

Regular employees holding County employment shall be members of the Public Employees' Retirement System as provided by law and the terms of the contract in effect between the County and the Public Employees' Retirement System. Hourly-rated extra-help employees shall not be eligible for retirement benefits.

17.02 Retirement Contribution

The County will continue payment of the employee contribution to the Public Employees' Retirement System for the term of this agreement.

17.02.01 Safety Classifications

Effective the pay period beginning July 9, 2011, employees will pay on a pre-tax basis two percent (2.0%) of salary for the employee share of their CalPERS pension and the County will pay the remaining seven percent (7.0%) of salary.

Effective the pay period including January 1, 2012, employees will pay on a pre-tax basis five percent (5%) of salary for the employee share of their CalPERS pension and the County will pay the remaining four percent (4%) of salary.

Effective the pay period including January 1, 2013, employees will pay on a pre-tax basis all nine percent (9%) of salary for the employee share of their CalPERS pension. Nine percent (9%) of salary is the maximum employee contribution to pension.

17.02.02 Non-Safety Classifications

Effective the pay period beginning July 9, 2011, employees will pay on a pre-tax basis two percent (2.0%) of salary for the employee share of their CalPERS pension and the County will pay the remaining five percent (5.0%) of salary.

Effective the pay period including January 1, 2012, employees will pay on a pre-tax basis four percent (4.0%) of salary for the employee share of their CalPERS pension and the County will pay the remaining three percent (3%) of salary.

Effective the pay period including January 1, 2013, employees will pay on a pre-tax basis all seven percent (7%) of salary for the employee share of their CalPERS pension. Seven percent (7%) of salary is the maximum employee contribution to pension.

17.03 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).

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

17.04 Retirement Health Savings Account

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

17.05 2% at 55

The County will continue maintenance of the 2% at 55 retirement program for all non-safety members covered under this agreement.

17.06 2% at 50

The County will continue maintenance of the 2% at 50 retirement program for all safety members covered under this agreement.

18.00 REIMBURSEMENT OF EXPENSES

18.01 Expenses for Mileage

An employee who has received authorization to use a privately-owned vehicle for County business shall be reimbursed at the IRS rate for each mile driven on County business during the month.

Pursuant to Personnel Rule Section 12.10(2b), a Certificate 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.

All claims for mileage reimbursement must be submitted within ninety (90) days of incurring the mileage expense.

Once the auto policy has been agreed to by the parties, it will be added to the County Personnel Rules.

18.02 Professional License Fees

The County shall reimburse employees required to maintain higher level of DMV licenses for the license required. The County shall continue to pay the cost of physical examinations required for these licenses.

18.03 Concealed Weapons Permit

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

18.04 Meal Reimbursements

Employees shall receive meal reimbursement for STC reimbursed meals at the STC reimbursement rates of $10 for breakfast, $15 for lunch and $25 for dinner. Non-STC reimbursed meals shall be paid at the per diem rate of $36.00 Dollars per day or $50.00

per day with receipts for all unit personnel subject to the provisions of the County Travel Policy. Employees shall receive meal reimbursements for in-County meals pursuant to this section if the meals are STC reimbursed.

18.05 Expense Reimbursement

Pursuant to Section 18.04 above, the following shall apply:

a. An appointing authority may assign and direct an employee to attend and participate in mandatory training courses. Failure or refusal of the employee to participate or attend the training courses may result in disciplinary action.

b. When an employee is directed to attend mandatory training, the employee shall be provided a one hundred percent (100%) cash advance of the expected cost of the training, including travel, meals, lodging and registration or incidental fees as required.

c. Should the cash advance exceed the "actual" cost of the training assignment, employees shall upon return from the training, provide the County a cash reimbursement of the unused amount. In the event the employee fails or is unable to refund the unused portion of the cash advance, the Human Resources Department shall deduct that amount from the employees next scheduled paycheck.

18.06 Tuition Reimbursement

Upon written request of the employee and advance written approval of the Sheriff or designee, 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.

19.00 COMPENSATION STUDY

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

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

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

20.00 DISCIPLINARY ACTION

20.01 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.

All employees of this unit shall be afforded POBR rights.

20.02 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.

20.03 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 five 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 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 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 Association or Employee.

20.04 <u>Notice to Association</u>

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 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.

20.05 <u>Appeal of Disciplinary Action</u>

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

21.00 GRIEVANCE PROCEDURE

21.01 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) 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. 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.

21.02 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 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 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.

21.03 Grievance Procedure Steps

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

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

STEP 1.
Second-level Management Representative

(This step is optional and may be omitted from the procedure in a department or a division thereof by the appointing authority. The County shall provide the Association with a written list of those departments which will utilize this step.) If the 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 Human Resource 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 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 21.02 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.

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 fifteen (15) days, they shall jointly request a list of seven (7) qualified arbitrators from the California State Mediation and Conciliation Service. If mutual selection cannot be made from the list received within five (5) days, the parties shall select the arbitrator by alternately striking names until only one name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list of arbitrators shall be determined by a toss of a coin. If either party is dissatisfied with the list of seven (7) names provided by the California State Mediation and Conciliation Services, within five (5) days of receipt, they may request a list of an additional seven (7) qualified arbitrators to add to the total selection.

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 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 21.02 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.

8. The County and Association shall exchange witness lists seven (7) calendar days prior to Arbitration Hearings. Should it become necessary to supplement the list(s), the other party will be notified as soon as **possible**.

21.04 <u>Consistent Awards</u>

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

21.05 <u>Administration of the Grievance Procedure</u>

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 Association.

7. 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.

21.06 <u>Association's Standing to Grieve</u>

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

a. On all matters relating to Association rights or prerogatives or on matters relating to the Association's business relationship with the County.

b. On behalf of former County employees regarding their termination rights and benefits.

c. Where the Association 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 Association is resolved in a manner the Association believes to be inconsistent with the Memorandum of Understanding.

22.00 SAFETY

22.01 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.

22.02 County Safety Committee

The County shall maintain a Safety Committee consisting of County management and recognized labor organizations representatives. The General Unit shall designate one representative to the 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 organizations and shall publish a written annual report.

23.00 TRANSFER AND PROMOTIONAL OPPORTUNITY

Refer to the Personnel Rules.

24.0 LAYOFF

If the County finds it necessary to impose layoffs due to a lack of work, lack of funds or for other reasons reduce the number of employees, then the order of those layoffs shall be determined by seniority.

25.00 SENIORITY LIST SCORE COMPUTATION

a) Regular help employees appointed to a position with Butte County shall receive credit for compensated regular help employment that has not been broken by a permanent separation. When there has been permanent separation, credit shall be given only for regular help employment following such break in service.

b) One (1) point seniority credit shall be given for each calendar month of regular help employment, unless specified elsewhere herein, or any portion thereof excluding extended leaves of absence. Regular employees working part-time schedules will be given fractional point credit for each month of service on a pro-rata basis.

c) Each employee shall lose twelve (12) credits for each disciplinary action within the last five (5) years which resulted in a loss of pay equal to a three (3) day or greater suspension.

d) When two (2) or more employees have the same total seniority score the tie shall be broken and preference given in the following sequence:

1. Employees with the greatest seniority in the department and the class in which layoff is being made and in related higher classes.

2. Employees with the greatest seniority in the class in which the layoff is being made and in related higher classes.

3. Employees with the greatest seniority in the department.

4. Employees whose names are drawn by lot by the Director of Human Resources.

26.00 ORDER OF SEPARATION IN REDUCTION-IN-FORCE

a) Employees in the same class within a department of layoff shall be separated during a reduction-in-force in the following appointment type sequence:

1. Extra Help and Emergency

2. Provisional and Probationary

3. Permanent

b) Separation of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having the least seniority credit being the first separated.

27.00 LAYOFF NOTICE

The Director of Human Resources shall notify each effected employee in writing and in person at least thirty (30) days prior to the effective date of the action, The notice shall include the:

1. Reason for layoff

2. Classes to which the employee has bumping rights within the department, if any

3. Effective date of the action

4. Seniority score of the employee

5. Formula by which the seniority score is computed

6. Appeal rights of the employee

7. Conditions governing retention on and reinstatement from reemployment lists, and

8. Rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

28.00 DEMOTION IN LIEU OF LAYOFF

In lieu of being laid off, a regular employee may elect demotion to:

a) any position held by an employee with a lower seniority score in a class with substantially the same or lower maximum salary in which the laid off employee held permanent status; or

b) any vacant position in a class in the same line of work as the class of layoff, but of lesser responsibility if such classes are designated by the Director of Human Resources.

Demotion rights to specified classes shall be applicable only within the department of layoff. To be considered for demotion in lieu of layoff, an employee must notify the Director of Human Resources in writing of this election no later than five (5) days after receiving the notice of layoff.

29.00 LAYOFF REINSTATEMENT

Permanent employees laid off who are reinstated to a regular County position within twenty-four (24) months from the effective date of layoff, shall be reinstated with seniority rights including time served towards annual merit increase. Such employees shall be credited with one hundred percent (100%) of unused sick leave on accrual at the time of layoff and shall accrue vacation benefits at the same rate established by prior seniority. An employee reinstated to the same classification or lower classification in the same class series in which permanent status was held at the time of layoff shall not be required to serve a new probationary period. A former employee reinstated in a classification with an equal or lower pay range than that held by the employee at the time of layoff, pursuant to the provisions of these rules, shall remain on the valid reinstatement list. Should an employee on a layoff list be employed by the County in a classification with a higher pay range than that held at the time of layoff, the employee's name shall automatically be removed from the layoff reinstatement list upon completion of the probationary period.

30.00 LAYOFF - PROBATIONARY EMPLOYEES

Probationary employees laid off shall have their names placed back on the eligible list from which they were appointed providing it is still in existence. Should such employees be later appointed from the eligible list, the appointment will be the same as for others appointed from the list for the first time. A new probationary period and other terms and conditions of a new appointment shall apply.

31.00 PERFORMANCE EVALUATION

31.01 Not Satisfactory

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.

31.02 Discussion Required

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.

32.00 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.

33.00 IRS 125 PROGRAM

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

34.00 EMPLOYEE ASSISTANCE PROGRAM

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

35.00 DEPENDENT CARE COMMITTEE

The County and Association agree to continue participation in the Dependent Care-Work-Family Committee. The Committee shall consist of one (1) member from each bargaining unit and an equal number of County representatives.

36.00 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.

37.00 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.

38.00 FULL AGREEMENT

38.01 General Provisions

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

39.00 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 provisions of this memorandum shall supersede and control over conflicting or inconsistent County ordinances, resolutions or rules.

40.00 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.

41.00 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 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.

42.00 TERM OF MEMORANDUM

This Memorandum shall become effective upon the ratification of both parties and remain in full force and effective from July 1, 2010 to September 30, 2013. The County and Association shall begin the meet and confer process by September 30, 2013 and conclude negotiations in a reasonable time..

Signed and entered into this 28th day of June, 2011.

COUNTY OF BUTTE

Brian Ring, HR Director

Jack Hughes, County Negotiator

BUTTE COUNTY CORRECTIONAL OFFICERS ASSOCIATION

Jed Hancock, President, BCCOA

Michael Jarvis, Chief Negotiator, BCCOA

ASSOCIATION RATIFICATION

Ratified by the Butte County Correctional Officers Association on this 29th day of April 2011.

Jed Hancock – President, Butte County Correctional Officers Association

COUNTY RATIFICATION

Ratified by the Butte County Board of Supervisors this 28th day of June, 2011. Minute Order No. 1114-005

Steve Lambert, Chair
Butte County Board of Supervisors

ATTEST:

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

By:

Attachment A

Salary Schedule

SECTION 57
SALARY PLAN FOR CLASSIFIED POSITIONS

REFERENCE A
BUTTE COUNTY CORRECTIONAL OFFICERS' ASSOCIATION - GENERAL UNIT CLASSIFICATIONS

(Effective 10-06-07-Current)

Class Code	Classification Title	Range	Hourly Rates							Bi-Weekly Rates							Monthly Equivalent	
			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	Step 1	Step 7
6825	Correctional Officer	39	$18.1278	$19.0342	$19.9859	$20.9852	$22.0345	$23.1362	$24.2930	$1,450.22	$1,522.74	$1,598.87	$1,678.82	$1,762.76	$1,850.90	$1,943.44	3142	4211
6823	Correctional Sergeant	47	$22.0868	$23.1911	$24.3507	$25.5682	$26.8466	$28.1889	$29.5983	$1,766.94	$1,855.29	$1,948.06	$2,045.46	$2,147.73	$2,255.11	$2,367.86	3828	5130
6826	Correctional Technician	30	$14.5153	$15.2411	$16.0032	$16.8034	$17.6436	$18.5258	$19.4521	$1,161.22	$1,219.29	$1,280.26	$1,344.27	$1,411.49	$1,482.06	$1,556.17	2516	3372

January 1, 2012 3% Wage Adjustment (Safety Classifications: Correctional Officer and Correctional Sergeant)
January 1, 2012 2% Wage Adjustment (Non-Safety Classifications: Correctional Technician)

Class Code	Classification Title	Range	Hourly Rates							Bi-Weekly Rates							Monthly Equivalent	
			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	Step 1	Step 7
6825	Correctional Officer	39	$18.6713	$19.6049	$20.5851	$21.6144	$22.6951	$23.8299	$25.0214	$1,493.70	$1,568.39	$1,646.81	$1,729.15	$1,815.61	$1,906.39	$2,001.71	3236	4337
6823	Correctional Sergeant	47	$22.7492	$23.8867	$25.0810	$26.3351	$27.6519	$29.0345	$30.4862	$1,819.94	$1,910.94	$2,006.48	$2,106.81	$2,212.15	$2,322.76	$2,438.90	3943	5284
6826	Correctional Technician	30	$14.8056	$15.5459	$16.3232	$17.1394	$17.9964	$18.8962	$19.8410	$1,184.45	$1,243.67	$1,305.86	$1,371.15	$1,439.71	$1,511.70	$1,587.28	2566	3439

January 1, 2013 1% Wage Adjustment (Safety Classifications: Correctional Officer and Correctional Sergeant)

Class Code	Classification Title	Range	Hourly Rates							Bi-Weekly Rates							Monthly Equivalent	
			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	Step 1	Step 7
6825	Correctional Officer	39	$18.8581	$19.8010	$20.7911	$21.8307	$22.9222	$24.0683	$25.2717	$1,508.65	$1,584.08	$1,663.29	$1,746.46	$1,833.78	$1,925.46	$2,021.74	3269	4380
6823	Correctional Sergeant	47	$22.9767	$24.1255	$25.3318	$26.5984	$27.9283	$29.3247	$30.7909	$1,838.14	$1,930.04	$2,026.54	$2,127.87	$2,234.26	$2,345.98	$2,463.27	3983	5337
6826	Correctional Technician	30	$14.8056	$15.5459	$16.3232	$17.1394	$17.9964	$18.8962	$19.8410	$1,184.45	$1,243.67	$1,305.86	$1,371.15	$1,439.71	$1,511.70	$1,587.28	2566	3439

Attachment B

Stewards Release Form

GENERAL UNIT
PROCEDURE FOR RELEASE OF EMPLOYEES AND
STEWARDS 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 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 Association 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 Association 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 Requesting Representation:

_____

Reason: [ ] Grievance [ ] Discipline Appeal

Time of Representation: _____ to _____

Employee Signature: _____ Date: _____

****

Employee's Supervisor: _____

Time of Request: _____

Release Time Approved: _____ to _____

Actual Release Time: _____ to _____

Supervisor's Signature: _____ Date: _____

****

Steward/Employee Representative Supervisor:

_____

Time Request Made: _____ Date: _____

Time Granted: _____ to _____

Actual Time: _____ to _____

Supervisor's Signature: _____ Date: _____

Steward/Employee Representative Signature: _____ Date: _____

EXHIBIT I

Flexible Benefits Options

Butte County Flexible Benefits Options

Employee A

1. Core Plan (must enroll in all three).

    a. A PERS medical option.

    b. Dental Plan of America or any of the Delta Dental Plan Options.

    c. Vision Services Plan.

2. Flexible Benefit Options.

    a. Taxable cash back of up to $403.34/month (based on sufficient flex credits).

    b. Pre-Tax spending accounts:

        Dependent Care.

        Unreimbursed medical expenses.

Employee B

1. Flexible Benefit Options.

    a. Taxable cash back of up to $403.34/month (based on sufficient flex credits).

    b. Pre-Tax spending accounts:

        Dependent Care.

        Unreimbursed medical expenses.