MEMORANDUM OF UNDERSTANDING

2010-2013

BETWEEN THE COUNTY OF BUTTE
AND
BUTTE COUNTY MANAGEMENT EMPLOYEES ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF BUTTE
AND
THE BUTTE COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION

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, representative of the County of Butte, hereinafter called "County", and the Butte County Management Employees' Association, hereinafter called "Association", have "met and conferred" concerning the subject of wages, hours and working conditions for regular employees in the "Management, Confidential and Supervisory Unit" of representation.

This Memorandum represents the good faith effort of both the County and the Association representatives to reach agreement on matters of wages, hours and conditions of employment. It is understood that this agreement is not binding upon the County until such time as it is ratified by the Butte County Board of Supervisors and the membership of the unit. It is agreed as follows:

1.00 RECOGNITION

The County recognizes the Butte County Management Employees' Association as the exclusive representative for full-time and part-time regular employees holding allocated positions designated in the Management, Confidential and Supervisory Unit of County employees pursuant to Section 3501(b) of the California Government Code and the County Employer/Employee Relations Policy set forth in Chapter 10 of the Butte County Personnel Rules. Such designated classifications and positions are attached hereto as Appendix A.

2.00 MANAGEMENT RIGHTS

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

3.00 ASSOCIATION SECURITY

The Association shall be provided payroll deduction for membership dues. The Association shall provide the Human Resources Department with a written authorization on a form approved by the County, signed by the Association member authorizing the payroll deduction and setting forth the full amount to be deducted each

month. The County shall, through Human Resources Department, forward in a timely manner payroll deductions withheld from employees within the Association. The Association shall immediately notify the Human Resources Department of any cancellation or changes in the deduction authorizations. The County shall not be liable to the Association, employees or any other party by reason of this section, for the remittance or payment of any sum other than the actual deductions made from the employee's paycheck. The Association shall save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this section. If the Association adopts an agency shop security provision and the County is sued for its participation in that plan, the County will generally utilize attorney's from its County Counsel Office at Association expense to represent it in any matter arising under these Sections 3.00-3.01. However, the County may select and utilize outside counsel of its choice at Association expense if it deems it appropriate or otherwise necessary to address any third party matter arising under these Section 3.00-3.01.

3.01 <u>Maintenance of Membership</u>

a. Association membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Association member on or after the date this agreement is ratified by the Association membership, shall continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this agreement.

b. Every employee who is a member of the Association shall have the right to withdraw from membership during the last twenty (20) days of the expressed expiration date of this agreement, as contained in Section 19.09 Term of Memorandum. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.

c. Upon return from leaves of absence, the County shall reinstate the payroll deduction of Association dues for those employees who are on dues check–off immediately prior to taking leave, provided that the employee has not authorized cancellation of dues check–off in accordance with paragraph b. above.

d. Enforcement of this section shall be the responsibility of the Association, utilizing appropriate civil procedures. The Butte County Management Employees' Association shall indemnify and hold the County harmless from any and all claims, demands or suits, or any other action arising from this section.

4.00 ASSOCIATION RIGHTS

4.01 Use of County Facilities and Resources

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

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

4.02 Bulletin Boards

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

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

Material posted shall not contain personal attacks on any County officials, representatives and/or employees; any material that constitutes harassment, discrimination or retaliation based on race, gender, ethnicity, religion or other statutorily or constitutionally impermissible basis; as well as any pornography or obscene material.

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

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

4.03 Access to Employees

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

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

4.04 Information to Association

a. The County agrees to provide the Association annually during the month of January, a complete updated listing of the name, classification and department of assignment of all employees designated in the Unit. Upon the request of the Association, the County also agrees to provide on a monthly basis, a copy of the monthly status report. In the event of a layoff in classes represented by the Association, the Association shall be provided with a copy of the resulting reemployment list(s).

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

4.05 New Classifications/Job Specification

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

- The proposed job specification;
- Current job specification;
- The proposed salary;
- Current salary;
- Organizational Chart including position, and
- Summary of Comparable Agency data, if available;

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

4.06 New Member Information

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

5.00 ASSOCIATION REPRESENTATIVES

5.01 Association Negotiation Representatives

The Association shall be allowed to designate up to five (5) employees on paid time, with one (1) alternate, to serve as representatives to negotiate with the County. These representatives shall be exclusive of paid staff negotiators. The Association shall provide the Director of Human Resources with the name, classification and department assigned of each of the negotiation representatives.

Should any change occur or alternates be appointed after the original list is established, the Association shall advise the Director of Human Resources immediately. Employees designated as Negotiation Representatives shall, as authorized by the Director of Human Resources, be granted reasonable release time from scheduled duties without loss of pay to meet with the County representatives during negotiations on matters of wages, hours and conditions of employment. Negotiations Representatives will be allowed to pre-meet thirty (30) minutes prior to the start of the negotiation session. The County shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Association exercising this right.

5.02 Association Employee Representatives

The Association shall have the right to establish Employee Representatives for the Unit according to the following conditions:

a. The Association agrees to notify the County Director of Human Resources of the names, classifications and departments of their representatives, which shall not exceed thirty (30) in number. The

Association shall immediately inform the Director of Human Resources of any changes to the original list and provide update by name, department and classification.

b. A reasonable amount of time will be granted the employee and the representative to handle initial grievance and appeal procedures, at each step of the grievance or appeal procedure. The parties agree that in handling grievances, the employee and the representative will use only the amount of time actually necessary. The County is not responsible for any travel, overtime, or other miscellaneous cost resulting from the exercise of this right.

c. If an employee wishes to discuss a grievance or appeal on County time with a designated representative, the employee shall be allowed an opportunity within a reasonable amount of time to verify if the designated representative is available to be seen. If the representative is present and available, the employee shall complete an "Employee Representation Release Form" (Appendix B) and submit it to the immediate supervisor prior to meeting with the representative. Such release form shall only contain the employee's name, classification title, representative's name and work location of representative, time left, date, and upon return, the employee shall note the time returned on the form. The supervisor shall determine if the employee can, because of work activity, be released at the time requested. If the employee is not released, the supervisor shall set an alternative time as soon as practical.

d. Upon authorization of the immediate supervisor, a representative shall be released to perform the duties specified in this section. A representative shall sign in and out of the work area stating the time and date of leaving and returning and where the representative may be reached. In the event the representative is unable to be released by the immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.

e. With prior approval by the Director of Human Resources, the Association may use the Human Resources Training Room for Employee Representative Training. The Association shall submit the training agenda to the Director of Human Resources for approval. Employee Representatives attending such training shall have available an aggregate pool of sixteen (16) hours paid time to attend training. Training time shall not exceed four (4) hours per session and the County shall not be responsible for any overtime hours or travel related to such training.

f. Association officers, elected Directors, and Association appointed Representatives and/or elected delegates may be released from work

upon request of the Association to attend Association conferences, conventions, seminars, County Committees, and training.

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

h. Total amount of release time available pursuant to paragraphs a. through g. above shall not exceed two hundred forty (240) hours per year for all employees qualified. Nor shall any individual employee be released for more than forty (40) hours per year.

6.00 NON–DISCRIMINATION

6.01 Individual Rights

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

7.00 HOURS OF WORK

7.01 Work Schedules

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

7.02 Alternate Schedules

a. Upon the recommendation of a department head, flex-time, job-sharing and voluntary reduced work hour's programs may be established, after consultation with the Director of Human Resources and the Association. Any job-sharing program will require that the benefits be pro-rated or as otherwise mutually agreed upon by both parties in writing.

b. Should the County elect to eliminate an existing special schedule, it will notify the Association and provide opportunity for the Association to meet and confer on the impact of the decision.

c. Alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternative scheduling patterns. Individuals assigned to such schedules shall accrue leaves and holidays on the same basis as employees working the standard 5/8 work schedule; that is, eight (8) hours per day. Employees shall be charged time off based on the number of hours in the workday missed.

d. Acute Assignments

Employees in this bargaining unit who are assigned to the Psychiatric Health Facility, the Crisis Stabilization Unit, or the Mobile Crisis Team may be assigned to an alternate work schedule of twelve (12) hour shifts while so assigned.

7.03 Work Locations

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

An employee represented by the Butte County Management Employees Association may be reassigned to work in an alternate work location on a temporary or permanent basis with thirty (30) days written notice if the new location results in an increase to the individual's travel by ten (10) miles one-way.

8.00 COMPENSATION

8.01 Salary

Non-Safety Classifications

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

Safety Classifications

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

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

8.02 Comparable Agencies

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

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

8.03 Overtime

a. Eligible Positions

All positions in classifications designated by the Director of Human Resources as subject to the overtime provisions of the FLSA shall be eligible for overtime. Exceptions may be made for individual positions within a classification. When the appointing authority, using the exemption definitions in the FLSA, certifies in writing the specific position is exempt, copies of the appointing authority's decision shall be delivered to the Director of Human Resources and the employee.

b. Overtime Defined

Overtime is any work rounded to the nearest fifteen (15) minutes in excess of the normal assigned workday or eight (8) hours per day or forty (40) hours per week. For employees whose normal assigned work day is in excess of eight (8) hours, overtime shall be work rounded to the nearest fifteen (15) minutes in excess of the normally assigned hours. For the purpose of calculating overtime, all paid time off with the exception of sick leave, shall be considered time worked.

Employees required to work overtime shall be permitted a one-half hour paid meal break for each four (4) hour segment, of such overtime worked. For example, an employee who works eight (8) hours shall be entitled to one-half hour paid meal break during the first four (4) hours worked and a second one-half hour paid meal break during the second four (4) hours worked. This Section shall not apply to employees on call, or employees attending or traveling to meetings or training sessions.

c. Overtime Authorization

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.

d. FLSA Exemption Appeals

The parties agree to process any challenge to the Director of Human Resources' determination concerning exemption from the provisions of the FLSA through arbitration prior to filing with the Department of Labor or court. Retroactive pay due, if any, will be decided through the appeals process.

e. Overtime Compensation

Employees shall be compensated for overtime at one and one–half (1–1/2) times their regular rate of pay. Overtime compensation may, at the discretion of the employee, be paid with regular wages in the pay period in which it was earned or be credited as Compensatory Time Off (CTO) to a maximum of 240 hours.

f. Use of Accumulated Compensatory Time Off (CTO)

1. An employee who has requested use of accumulated CTO shall be permitted by the appointing authority to use such time within a reasonable period unless the request unduly disrupts departmental operations.

2. Once the employee has reached the cap of 240 hours of CTO, the appointing authority may require the employee to take off any excess hours during the workweek in which it is earned. Any CTO accumulation in excess of the 240 hour~~s~~ cap that is not taken in the workweek in which it is earned, shall be paid with regular wages in the pay period in which it is earned.

3. An employee who has accumulated CTO shall, upon termination from County employment, be paid for the CTO with the termination pay settlement.

g. 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.

h. Call Back

A non-exempt employee in the unit of representation who is required to physically return to work shall receive either a minimum of two (2) hours straight time pay or time off for time actually worked, or time and one–half pay for time actually worked, or CTO for the time actually worked, whichever is greater and be entitled to receive mileage reimbursement pursuant to Section 15.02. 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.

i. Prior Administrative Leave Accrual

Any employee covered by the overtime provisions of this Section, shall not be eligible to receive administrative leave credit.

j. Overtime Exempt Employees

Overtime exempt employees receive Administrative Leave in lieu of overtime. Section 8.03b provides for provision of additional Administrative Leave for employees working extraordinary hours on an extended basis.

In addition to the provisions above, upon the recommendation of the Department Head, the Chief Administrative Officer may approve providing of straight time compensatory time off (or paid pursuant to Section 8.02(e)) under all of the following circumstances:

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

2. An employee working hours significantly in excess of normal and beyond that compensated for by administrative leave. Granting of Compensatory Time Off pursuant to this section shall be for specific occurrences only. It shall not be utilized for cumulative time worked; which shall continue to be handled pursuant to Section 8.03. This Section shall not be construed to place salaried management personnel on an hourly overtime basis, nor to compensate employees for all hours worked on an hour for hour basis. It shall apply only in the extraordinary circumstances outlined above. Decisions of the County Administrative Officer shall be final and not subject to any form of appeal.

8.04 Administrative Leave For Exempt Employees

a. Regular Administrative Leave

Employees exempt from paid overtime shall earn seven (7) days administrative leave per year as specified in Section 11.14(i) of the Personnel Rules accumulated to a maximum of forty–four (44) days.

b. Extraordinary Circumstances

In extraordinary circumstances, a Department Head may recommend to the Board of Supervisors that additional administrative leave be granted to an employee(s). Extraordinary circumstances shall mean circumstances involving extended periods of very long hours. The additional leave shall not be construed to constitute overtime compensation nor shall it be construed to compensate employees on an hour for hour basis.

8.05 Tuition Reimbursement

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

In lieu of the above, an employee who is enrolled in an accredited college course or courses in the pursuit of a formal degree that the appointing authority has approved in advance and in writing and verifying the course or courses directly apply to the position and department of employment, may be provided up to half the cost of the college units completed per semester upon proof of completion of the semester with a GPA of 3.0 or better. In return, employee agrees that if he/she

voluntarily leaves the employ of the County within three (3) years (including at least one (1) year in the department) of receiving this tuition reimbursement pursuant to this paragraph shall reimburse the County for the reimbursement received.

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

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

8.06 Standby Pay

a. Status

Each employee in the unit of representation shall be entitled to receive Fifty Dollars ($50.00) for each eight (8) hour standby shift, or portion thereof, as ordered and authorized, in writing, by an appointing authority. A standby shift is defined as any assigned shift, or portion thereof, other than an employee's normally assigned work hours, prior to or following the employee's normally assigned shift.

b. Response Time

Employees placed on standby status shall keep the appointing authority or designee advised of their location, be available by radio or telephone, remain within a reasonable distance from work in order to respond to calls, and refrain from activities that may impair the employee's ability to perform assigned duties during the standby shift, and shall commence responding to duty within thirty (30) minutes from the time of notification. "Respond" means to be enroute to the site of a problem or an assigned work location or answer a telephone call. 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. There shall be no reprisals taken against an employee who is provided a pager or radio without formally being placed on standby, and that employee is not able to respond to a page or telephone call after hours.

Employees on standby status shall not be eligible for shift differential pay as specified under Section 8.08, for callback pay as specified under Section 8.02h. of this agreement. Non–Exempt employees returning to duty from standby shall be eligible for overtime as specified in Section 8.02 of the this agreement.

c. For those employees represented by the Butte County Management Employees Association, the order must be made in writing and there shall be no reprisals taken against an individual who is provided a pager or radio without formally being placed on standby and that individual is not able to respond to a page or phone call after hours.

8.07 Bilingual Pay Differential

When it has been determined that an employee's use of bilingual language skills or specialized communications skills are essential and critical for the successful performance of the functions of a County department, the employee shall receive a pay differential of fifty dollars ($50.00) per pay period worked, calculated on an hourly basis or portion thereof. Authorized time off of less than four consecutive weeks shall not affect the calculation of bi-lingual pay.

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

8.08 Temporary Assignment to a Higher Paid Classification

Whenever an employee is assigned in writing by the department head to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year, (or eight (8) cumulative working days) the employee, shall be entitled to be compensated with an additional five percent (5%) over his/her current rate of pay, beginning with the eleventh (11th) day or the eighty–first (81st) hour of the assignment. A continuous out–of–classification assignment bridging two (2) fiscal years shall be treated as if it occurred during the prior fiscal year. For example, an employee receiving the compensation for an assignment, which commences on June 15 of one (1) fiscal year and ended on July 5 of the succeeding fiscal year, would receive compensation for the entire assignment. Similarly, an employee whose 11th day or eighty–first (81st) hour of out–of–classification assignment occurred during the prior fiscal year would commence receiving compensation as of the 11th day or eighty–first (81st) hour.

8.09 Shift Differential Pay

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

The reassignment by the appointing authority of an employee from a shift covered by differential pay to a shift not covered by differential pay shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process. This assignment will also apply to temporary shift assignment (non-overtime hours) because of operational need (i.e., emergency flood assignment).

8.10 <u>Disability Insurance</u>

a. Each regular employee in the unit shall be required to participate in the Disability Insurance Plan ("the Plan"). Premiums will be paid totally by the employees through payroll deduction. Required participation means that the employee must make payroll contributions to the Plan but application to receive disability payments benefits under the Plan is purely discretionary on the part of the employee.

b. The Disability Insurance Plan shall be integrated with the County's sick leave plan and the employee(s) shall be allowed to use all accrued time available in addition to sick leave for each disability in accordance with the following formula:

> The employee's gross biweekly wage shall be multiplied by a factor of 0.85 and the resulting product reduced by the amount of Disability payments for the biweekly period. The resulting balance shall represent the amount of gross sick leave, vacation, CTO, and/or administrative leave pay from which mandatory and voluntary deductions shall be made.

c. An employee receiving disability benefit payments who fails to provide the Human Resources Department within thirty (30) days of the onset of the disability a copy of the approval of disability benefits, shall be deemed in violation of the terms of this agreement and the Human Resources Department shall immediately forward to the disability benefits carrier a report indicating that the employee had received full sick leave, vacation, CTO, and/or administrative leave to the maximum allowed, for the time in question.

d. The County shall continue to explore possible simplification of Disability and Workers' Compensation salary integration procedures.

e. The Association and County have agreed to contract with SDI for short term disability insurance. The parties implemented State Disability Insurance effective November 1, 2001.

f. During the term of this agreement the County may reopen negotiations concerning proposed amendments to this section.

8.11 Performance Evaluation and Denial of Step Increases

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

8.12 Merit Step Increases

Employees who are promoted within ninety (90) days prior to their merit date will be granted an additional salary step increase beyond what is normally provided by Personnel Rule 11.6. Such additional step may be denied for reasonable cause; including the employee being hired, promoted or receiving extraordinary step increases within the previous twelve (12) months, etc.

In addition to the provisions of Personnel Rule 11.6 (Merit Advancement within Range), the following shall apply to all employees: The appointing authority may grant out of sequence step advancements up to a maximum of two steps for an employee in a specific classification.

8.13 Extra Help Work

Regular County employees may work as extra help when:

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

8.14 Promotional Interviews

a. When an appointing authority receives a certified list of eligibles from the Human Resources Director to fill a regular-help position by promotion, the appointing authority shall interview each of the eligibles on the list that is available and interested in the position before making a final selection for the position.
b. If, under Section 6.3(e) of the Personnel Rules, a competitive rating of application and/or supplemental application is used as a part of the testing process for departmental promotions; at least one other of the examination techniques (oral board or written examination) will be used.

8.15 PERS Payment - Uniforms

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

Animal Control/Misc.	$17.00/mo
Sheriff/Probation - Misc/Safety	$21.00/mo
Facilities Services	$14.00/mo

8.16 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 (2) consecutive pay periods.

8.17 Precinct Officers

Nonexempt employees in the unit who volunteer for reassignment as an Inspector or Clerk or other designated titles and serve on Election Day will receive their normal day's pay, plus the Board approved poll worker stipend for the assigned title.

8.18 Supervisor, Staff Nurse Differential (Behavioral Health)

Supervisor, Staff Nurses in this unit who are assigned to the Psychiatric Health Facility, the Crisis Stabilization Unit, or the Mobile Crisis Team will receive a 10% differential while assigned to those acute care facilities.

9.00 VACATION LEAVE

9.01 Vacation

Vacation accrual shall be the following for all County employees who are eligible to receive vacation benefits:

Years of Service	Hours Accrued Per Pay Period
0 – 4.99	4.616
5 – 9.99	6.160
10 – 19.99	7.696
20+	8.312

An employee who has less than six (6) months of uninterrupted service shall not be entitled to use accrued vacation leave unless specifically approved in writing by the Director-Human Resources for extraordinary reasons. Employees separating from County employment shall be entitled to a payout of unused accrued vacation upon separation. Extra-help employees shall not earn vacation.

Vacation will be credited biweekly on a prorated portion of full–time compensated service. Employees with less than six (6) months of uninterrupted service shall not be entitled to a vacation. Vacation time off may be requested by the employee subject to the approval of the appointing authority. Such requests shall be responded to in a timely manner (typically within two weeks). Effective the beginning of the first pay period commencing the calendar year, an employee's vacation accrual shall not exceed twice the annual earnings.

If more than one employee submits a request for the same vacation time off, and the vacation requests were submitted by the employees to the appointing authority on the exact same day, but due to workload the appointing authority cannot approve all the requests, the vacation requests will be approved based on seniority.

Employees becoming seriously ill while on scheduled vacations may request that the hours he/she were ill be charged against his/her sick leave balance rather than their vacation leave balance. This request may be made only in the case of serious health condition which required hospital and/or physician treatment and prevented the employee from carrying on normal activities. Doctor's verification is required.

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

Vacations shall be taken at the discretion of the appointing authority. A departmental vacation schedule shall be arranged with time preference given to employees on the basis of seniority. When an employee is unable to take scheduled vacation during a calendar year due to unusual and extenuating departmental needs which result in the employee's annual vacation accrual to exceed the maximum limits authorized, the department head shall advise the Chief Administrative Officer that the employee will exceed the annual vacation accrual limits and shall schedule the excess accrual vacation days to be taken off

between the period of January 1 and March 31 of the new calendar year. Should the employee voluntarily choose not to take the scheduled vacation during the extension period, the employee shall cease earning vacation accruals until their total vacation accrual falls below two (2) times the earning rate. Should an appointing authority, as a result of emergency needs of the County, be unable to schedule the excess accrual vacation days off during the extension period, the employee shall be paid for the excess accrual days.

9.02 Vacation Buy Back

a. Employees taking at least forty (40) hours of vacation time shall, concurrently, have the option of requesting pay in lieu of time off for up to an additional forty (40) hours of accrued vacation time once per fiscal year. Vacation buy–back shall only be available in increments of eight (8) hours. Such requests are subject to the approval of each respective department head and the availability of funds.

b. In addition to vacation buy–back pursuant to 9.02(a) above, employees shall have the option of buying back up to an additional one hundred four (104) hours of vacation time during each year of the contract in increments of eight (8) hours. Such requests are subject to the approval of each respective department head and the availability of funds.

10.00 LEAVE OF ABSENCE

10.01 Bereavement Leave

Whenever a regular employee believes it necessary to be absent from duty because of the death of a member of the employee's immediate family, the employee may request permission of the appointing authority to be absent for not more than forty (40) hours with pay for each occasion or forty-eight (48) hours for employees working four (4), regularly scheduled 12-hour shifts in a seven (7) day calendar period. Any time used in this manner shall not be charged to sick leave or vacation, but shall be documented and recorded as bereavement leave. In the case of the deaths of individuals other than those defined as "immediate family" who were living in the employee's household as family members, approval for the use of bereavement leave shall be on a case-by-case basis at the sole discretion of the Director – Human Resources. For the purposes of this section "immediate family" is defined in the Personnel Rules.

10.02 Family Leave

Parties have agreed upon the Medical Leave Policy as found attached to the Personnel Rules.

10.03 Paternity Leave

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

10.04 Salaried Employee Leave

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

10.05 Paid Leave For Extraordinary Circumstances

An appointing authority or designated representative, in his/her sole discretion, may, when extraordinary circumstances exist and necessary for the operation of the department, place an employee on paid administrative leave, subject to call.

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

10.06 Industrial Disability Leave With Pay

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

a. Employees shall be required to use any accrued leave benefits in order to receive paid leave.

b. Employees' earnings will be adjusted to the differential between amount paid and any industrial disability benefits received during the period of paid leave.

c. Employees shall have leave benefits reinstated in the equivalent value of the disability benefits.

d. During the period of the paid industrial disability leave, employees will continue to accrue full benefits for vacation, sick leave and holidays. Benefits for retirement and social security will be accrued on the salary differential representing the adjusted leave benefits.

10.07 Industrial Disability Leave Without Pay

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

10.08 Military Leave

Military leave shall be granted by the appointing authority in accordance with the provisions of state and federal laws and Board of Supervisor Policy. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of such military regulations to determine when such leave shall be taken and shall provide the appointing authority with a copy of the military orders.

10.09 Jury and Witness Leaves

Employees shall notify their appointing authority immediately upon receiving notice of jury duty or call as a witness for a County-related matter. Regular-help employees and appointed department heads who serve on a jury or are served with a subpoena which compels their presence as a witness, unless they are a party to the court action or an expert witness, shall be granted a leave of absence with pay. Employees called for such court appearances may retain the court paid mileage for such appearance provided they did not use a County vehicle or claim County mileage for such appearance.

If an employee normally assigned to any shift except "day shift" is called for jury or witness duty for a County-related matter and ordered to report, the employee's shift shall be changed to "days" until the duty obligation has been fulfilled. The supervisor will be flexible in the transition from and back to their normal shift. If an employee is released from jury or witness duty and has served fewer hours than normally scheduled for work, such employee shall report to work for the remainder of the shift unless they have received prior approval for the use of appropriate time off accruals from their supervisor.

10.10 Voluntary Furlough

Purpose - The purpose of the voluntary furlough program is a joint labor-management effort to assist the County in times of economic hardship. It is a cost containment program designed to reduce operating expenditures, preserve public services, and reduce the need for layoffs of permanent staff. This program may be terminated by the County with written notification to the Association(s) thirty (30) days prior to termination.

It is the Board of Supervisors' policy that department heads seriously consider all requests to participate in this program. Department heads or designees may exercise discretion and approve or deny requests for voluntary furlough based upon his/her determination of feasibility including but not limited to workload, fiscal impact, and operational concerns. The decision of the department head or designee to approve or deny a request to participate in this program is final and not subject to the grievance procedure.

Eligibility

All permanent, regular help, probationary, or part-time employee may request voluntary, unpaid time off, subject to the following conditions:

a. Employees with vacation accruals in excess of two times the earning rate on December 31 are not eligible for voluntary furlough. (Personnel Rule 12.1)

b. Employees with administrative leave in excess of the maximum of forty-four (44) days on December 31 are not eligible for voluntary furlough. (Personnel Rule 11.14)

Enrollment

There will be only one open enrollment during January 1 through January 31 of each fiscal year. Requests for voluntary furlough during that enrollment period will apply to the following fiscal year. All requests for voluntary furlough time off for the following fiscal year must be submitted to the department head or designee prior to the close of business on January 31 of each year and forwarded to the Human Resources Director by March 15.

Procedure

The following procedure will be used in the management of the voluntary time off program:

Each department head or designee shall distribute to eligible employees a "Voluntary Furlough Program Enrollment and Cancellation Agreement." Scheduling of voluntary furlough time off is subject to department head or designee's approval.

1. An employee requesting voluntary furlough time off shall complete the form indicating the number of hours, or day(s) and date(s) requested, and return the form to the department head or designee. Voluntary furlough time off must be scheduled and taken prior to the last pay period of the fiscal year.

OR

2. An employee may submit the request for the total amount of voluntary furlough time off during each fiscal year's open enrollment period; and the voluntary furlough time off that has been approved during the fiscal year shall be scheduled with the

department head or designee's approval. Voluntary furlough time off must be scheduled and taken prior to the last pay period of the fiscal year.

a. Voluntary furlough time off for Fair Labor Standards Act (FLSA) **overtime-exempt** employees must be taken in workday or workweek increments. During the workweek in which an overtime-exempt employee takes one or more furlough days, the furlough hours taken plus the hours worked, plus any leave taken by the exempt employee, shall not total more than 40 hours. Overtime-exempt employees should not perform any County work while on a voluntary furlough day.

b. Voluntary furlough time off for **non-exempt** employees will be taken in a minimum of one (1) hour increments.

Voluntary furlough time off may not exceed eighty (80) hours total in a fiscal year, and/or forty (40) hours in a pay period.

The department head or designee shall review the requested hour(s,) day(s,) date(s,) and times to resolve any scheduling conflicts prior to approval. Seniority shall be used to resolve scheduling conflicts. The department head or designee shall notify the employee of approval or denial of each request. The decision of the department head or designee to approve or deny a requested schedule is final and not subject to the grievance procedure.

Accruals

1. Credit towards sick leave, vacation leave, holiday eligibility, and medical insurance shall accrue as though the employee were in paid status. Additionally, credit shall accrue for merit advancement, completion of probation, and seniority for purpose of layoff.

2. If approved by the department head or designee, voluntary furlough time off may be used, the day before or day after a holiday without loss of eligibility for holiday pay or credit.

3. Credit for retirement shall accrue as though the employee were in paid status, except when a non-exempt employee's PERS-reportable hours fall below one thousand seven hundred and twenty (1720) in the fiscal year, or an exempt employee's pay for work basis falls below ten (10) months.

Payroll Deductions

1. If an employee's total approved voluntary furlough time off is twenty (20) or more hours, at the request of the employee, deductions in pay will be taken in equal amounts from each pay period in the fiscal year as designated on the "Voluntary Furlough Program Enrollment and Cancellation Agreement."

2. If an employee's total approved voluntary furlough time off is less than twenty (20) hours, then deductions will be taken in the pay period that the time was taken.

3. Regardless of how many voluntary furlough hours are requested and approved, the employee shall be responsible for his/her contributions to all employee's share of benefits, such as health premiums, as if he/she were in a paid status.

4. Voluntary deductions such as for credit unions, deferred compensation, or other voluntary deductions will be deducted only if earnings are sufficient.

5. Should an employee who is participating in the voluntary furlough program terminate employment with Butte County for any reason prior to complete deductions of funds under this voluntary furlough program; then any remaining deductions for time off already taken will be deducted from any final settlement check.

6. Should an employee who is participating in the voluntary furlough program terminate employment with Butte County for any reason prior to using all scheduled and approved voluntary furlough time off, then the deductions already taken from the employee's pay for any approved but unused voluntary furlough time, from the start of the current fiscal year to the date of separation, will be credited to any final settlement check.

Conditions

1. Voluntary furlough hours may be used during an extended medical leave of absence, if sick leave has been exhausted; to the extent equivalent voluntary furlough deductions have already been taken.

2. Placement on any other leave without pay shall not be counted as voluntary furlough hours taken.

3. Time not worked during a voluntary furlough shall not be counted as time worked for the purposes of computing overtime.

4. Employees on voluntary furlough should not be scheduled for stand-by pay or call back duty.

5. Voluntary furlough is not transferable. Employees may not take or donate unpaid hours for another employee.

6. Taking voluntary furlough time off shall not result in the need for other employees to work overtime.

Election Changes to the Voluntary Furlough Programs

An employee participating in the Voluntary Furlough Program may not reduce or cancel the agreed schedule except if he or she:

1. transfers to another department; or

2. terminates employment with the County; or

3. demonstrates an unanticipated personal hardship.

Any changes to the agreement will require the employee to complete a new Voluntary Furlough Program Enrollment and Cancellation Form and submit the form to their department head requesting approval.

Conversion

In the event that mandatory work furloughs are required, following completion of the meet and confer process, employees having participated in the County Voluntary Furlough Program shall receive an hour for hour credit for time already furloughed in the fiscal year for which mandatory furlough is imposed.

11.00 SICK LEAVE

Regular-help employees and appointed department heads shall earn sick leave at a rate of 3.6923 hours (96 hours per year) per biweekly pay period or prorated portion. Unused sick leave may be accumulated without limitation during a continuous period of employment. Temporary/Extra-help employees shall not earn sick leave.

11.01 Sick Leave Buy-Back Option

Upon separation in good standing, an employee who has on accrual more than two hundred and forty (240) hours of sick leave may be compensated for that portion over two hundred and forty (240) hours at one-half (1/2) the normal rate of pay for the employee up to a maximum of three thousand dollars ($3,000). Employees retiring should refer to applicable memorandum of understanding for sick leave buy back options.

11.02 Donation of Paid Time

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

12.00 HOLIDAYS

12.01 Designated Holidays

1)	New Year's Day	January 1
2)	Martin Luther King' Birthday	Third Monday in January
3)	Presidents Day	Third Monday in February
4)	Cesar Chavez Birthday	March 31
5)	Memorial Day	Last Monday in May
6)	Independence Day	July 4
7)	Labor Day	First Monday in September
8)	Veteran's Day	November 11
9)	Thanksgiving Day	Designated Thursday in November
10)	Post–Thanksgiving Day	Friday following Thanksgiving Day
11)	Christmas Day	December 25

Every day appointed by the President and/or Governor, and the Board of Supervisors for a public fast, thanksgiving or holiday, when the day is celebrated as a State or Federal holiday. Days declared as permanent Federal holidays shall be observed as County holidays.

When a designated holiday falls on Sunday, the following Monday shall be observed. When a designated holiday falls on Saturday, the preceding Friday shall be observed.

a. Eligibility for Holiday Pay. Each regular employee in a compensated employment status on the assigned workday immediately preceding and the assigned workday immediately following a designated holiday shall be entitled to compensation for the designated holiday. Extra–help employees shall not be entitled to paid holidays or compensated time off for holidays worked.

b. Holiday Compensation. 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 within one hundred eighty (180) days following the designated holiday.

c. Non-Exempt employees who are called in and work on a holiday due to unpredictable situations, as determined by the Appointing Authority, such as inclement weather or other emergencies, shall be compensated at the overtime rate of pay for all hours worked on that holiday only.

d. Library Exception: Should a legal holiday fall on a Saturday the holiday will be observed on Saturday, not Friday. Furthermore, should a legal holiday fall on or is observed by the County on Monday, it will be observed on Saturday for all

libraries except for libraries open on Monday, which shall observe the holiday on that Monday.

13.00 HEALTH AND INSURANCE PLAN

13.01 Health Plan

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

13.02 Description

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

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

13.03 Participation Levels

Employee A - CORE PLAN

During the term of this contract the County shall pay the amounts set forth below toward premium for health insurance coverage elected through PERS.

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

	January, 2009
Employee only	$ 462.78
Employee plus one	$ 921.30
Family	$1,207.41

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

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

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

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 13.04). 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. Employees that wish to participate in the optional benefits in the plan, with the exception of the cash back option, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

13.04 Administration

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

b) Part-time regular help employees will receive proportional benefits as provided in the Memorandum of Understanding. For purposes of benefit plan eligibility, all employees assigned to a one-half (1/2) time or more position, who are in a compensated status or uncompensated status on a qualified leave of absence, and the employee's dependents, including registered domestic partner, effective January 1, 2005 pursuant to Family Code Section 297.5 shall be entitled to participate in the county's Flexible Benefits Plan. Employees working less than full-time, with no qualifying leave or accrued leave usage, shall receive prorated benefits or pro-rated funding of county share, rounding to the nearest one-quarter time; i.e., either fifty percent (50%), for employees working thirty-six (36) hours to forty-five (45) hours per payroll period; seventy-five percent (75%), for employees working forty-six (46) to sixty-four (64) hours per payroll period; or one hundred percent (100%), for employees working sixty-five (65) hours or more per payroll period. This pro-rated amount is in addition to the regular employee share.

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

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

13.05 Retired Employee Options

Employees who retire under the provisions of the County's retirement contract with the Public Employees' Retirement System (PERS) may continue to insure themselves and their insured dependents for the health, dental and vision benefit portion of the health plan by advising the Director of Human Resources and advancing the full health insurance premium permitted by law. The retiree's share of premium for the health benefit must be paid monthly and the premiums for vision and/or dental benefits must be paid quarterly for the employee (and dependents, if applicable).

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

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

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

1) to receive one (1) month of reimbursable health only premium for each day of sick leave on accrual at the date of retirement; or

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

Enrollment of employee's spouse will be postponed until (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 forfeited if the employee's spouse is not enrolled in the health plan on the effective date cited above. Rights to continuation of health coverage above is in addition to any rights the employee is entitled to under COBRA.

Effective January 1, 2010, the sick leave conversion above, 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 this Section.

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

13.06 Benefit Plan Review Committee

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

13.07 Life Insurance

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

13.08 Employee Assistance Program

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

13.09 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.

14.00 RETIREMENT PLAN

14.01 Retirement Credit for Sick Leave

An employee may, upon retirement from the County under PERS, use any sick leave accumulation in accordance with **one of the following** options:

1. Sick leave accumulation reported to PERS for service credit.
2. Sick leave conversion to purchase continued health, dental and vision coverage as outlined in Section 13.05. Any remaining sick leave after conversion to be reported to PERS as service credit.
3. An employee who has on accrual more than two hundred and forty (240) hours of sick leave may be compensated for that portion over two hundred and forty (240) hours at one-half (1/2) the normal rate of pay for the employee up to a maximum of three thousand dollars ($3,000).

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

14.02 Retirement Contribution

Non-Safety Classifications:

Effective the first full pay period following implementation of this agreement, 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 first full 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 first full 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.

Safety Classifications:

Effective the first full pay period following implementation of this agreement, 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 first full 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.

14.03 PARS

The County will consider offering the PARS option.

14.04 2% @ 55

The County has implemented the 2% at 55 retirement program.

15.00 REIMBURSEMENT OF EXPENSES

15.01 Professional Development and Training

The County Director of Human Resources will provide a training program for Management, Confidential and Supervisory employees to improve skills and knowledge in such areas as employee supervision, performance evaluation, non–discriminatory selection, worker's compensation and unemployment insurance processes, discipline and employee relations. The Director of Human Resources shall survey all unit employees regarding training needs prior to scheduling any training programs. The Director of Human Resources shall make a reasonable effort to schedule training in accordance with expressed employee desires.

Employees in the following grouping (upon approval of the appointing authority) shall be eligible to be reimbursed for one hundred percent (100%) of the professional license or certificate fees required as a prerequisite to their position:

–Assistant Agricultural Commissioner/Weights and Measures
–Attorneys
–Licensed Land Surveyor
–Deputy Director, Agriculture/Weights & Measures
–Physicians
–Psychiatrists
-Psychologist
–Registered Engineers
–Registered Nurses
–Registered Environmental Health Specialists
–Marriage & Family Therapist (MFT)
–Licensed Clinical Social Worker (LCSW)
–Supervising Road Maintenance Worker
–Supervisor
- Supervisor, Agriculture Biologist/Weights & Measures
–Superintendent - Flood Control and Drainage Districts
-Supervisor-Public Health Nutritionist.

Other classifications/positions may be added to the grouping upon written agreement of the parties.

15.02 Mileage Allowance

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

b) An employee who, during any month, is required to and provides a privately owned vehicle for County use in excess) of seventy percent (70%) of their regularly scheduled working hours during the month shall receive a flat taxable payment of Twenty-Five Dollars ($25.00) per month (pro-rated for less than full time employees, i.e., Twelve Dollars and Fifty Cents ($12.50) per month for a fifty percent (50%) employee), effective with the ratification of this agreement. Employees shall receive, in addition, the current IRS rate per mile for all miles traveled on County business during the month.

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

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

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

15.03 <u>Boot Allowance</u>

Eligible employees may apply for appropriate reimbursement of up to $100.00 through August 31, 2011. Employees may not apply for a reimbursement under this provision for any boot purchase, maintenance or repair from September 1, 2011 through December 31, 2011.

The County shall provide a taxable stipend of $240.00 (two hundred and forty dollars) in the second paycheck of each even numbered calendar year beginning January, 2012 for employees in classifications where the nature of the work warrants it, and the County has pre-approved an individual's eligibility for the boot allowance under this section. This stipend shall be for the purchase, maintenance and/or repair of safety boots/shoes (as described in the County's Safety Footwear Policy).

Employees hired or promoted for the first time into a classification eligible for this stipend shall receive a pro-rata portion of the $240.00 stipend within the first month of employment or promotion.

Protective footwear shall meet the requirements and specifications in American Society for Testing and Materials (ASTM) F2412-05, Standard Test Methods for Foot Protection and ASTM F2413-05, Standard Specifications for Performance Requirements for Foot Protection or succeeding standards.

15.04 Meal Reimbursement

Meal expenses and reimbursement incurred while traveling, with receipts, will be Fifty Dollars ($50.00) per day (See PUB 1542).

With Receipts	Breakfast	$10.00
	Lunch	$15.00
	Dinner	$25.00
	Daily Total	$50.00

Per Diem (no receipts required) - $36.00/day (excluding the 1st day and last day of travel). First day & last day of travel - .75 X $36.00 = $27.00.

16.00 GRIEVANCE PROCEDURE

16.01 Intent

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

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

16.02 Definition and Scope of a Grievance

a. A grievance may be filed by an employee, a group of employees, or by the Association of a management interpretation or application of this Memorandum of Understanding, the County Personnel Ordinance or the Personnel Rules.

b. Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; Board of Supervisor's resolution, ordinance or minute order; disciplinary actions except as provided for in Section 17.03; performance evaluations; denial of merit increases; discriminatory acts. ; or other matters which have other means of appeal.

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

a. As used herein, a "formally submitted grievance" shall include a concise description of the problem; the section or sections of the Memorandum, law, County Ordinance, resolution, County Personnel Rule or Regulation alleged to have been violated; the proposed remedy; the date of the grievance; the date the grievance was filed; and the signature(s) of the person or persons filing the grievance.

b. If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits the grievance shall be considered resolved.

c. If a County representative does not render a decision to the employee within the time limits, the employee may, within seven (7) calendar days thereafter, appeal to the next step in the procedure.

d. If in the judgment of a management representative, the management representative does not have the authority to resolve the grievance, the grievance may be referred to the next step of the procedure.

e. By agreement in writing, the parties may extend any or all of the time limits of the grievance procedure.

f. A copy of all formal grievance decisions shall be forwarded to the grievant, the Director of Human Resources and the Association.

g. After consultation with the Association, the Director of Human Resources may temporarily suspend or consolidate grievance processing on a section–wide basis in an emergency situation. Emergencies shall be defined as natural or civil disaster or overburdening of the grievance procedure by submission of multiple grievances filed as a job action tactic. The Association may appeal the suspension or consolidation action of the Director of Human Resources at the arbitration step of the grievance procedure. In the event of such appeal, the County and the Association agree to jointly request a list of arbitrators from the State Mediation and Conciliation Service within two (2) working days of the Director of Human Resource's action and to select an arbitrator within five (5) calendar days of receipt of the list. The party, which loses the

appeal of the Director of Human Resource's action under this section, shall pay the full cost of the arbitrator.

16.04 <u>Grievance Procedure Steps</u>

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

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

<u>Step (1)</u>
<u>Second–Level Management Representative</u>. (This step is optional and may be omitted from the procedure in a department or a division thereof by the appointing authority. The County shall provide the Association with a written list of those departments, which will utilize this step.) If the issue is not settled by the informal discussion, it may be formally submitted to the second level management representative designated by the appointing authority. The grievance shall be submitted within fifteen (15) calendar days of the occurrence or the employees knowledge of the occurrence which gives rise to the grievance, and shall be submitted formally in writing stating the nature of the grievance and the suggested solution. Within seven (7) calendar days after receiving the written grievance, the second–level management representative shall meet with the employee. Within seven (7) calendar days thereafter a written decision shall be delivered to the employee.

Step (2)

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

Step (3)

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

Step (4)

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

1. Should the grievant and his/her representative(s) and the Director of Human Resources, fail to reach agreement on selection of the arbitrator within fifteen (15) calendar days, they shall jointly request a list of seven (7) qualified arbitrators from the California State Mediation and Conciliation Service. If mutual selection cannot be made from the list received within five (5) calendar days, the parties shall select the arbitrator by alternately striking names until only one name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list of arbitrators, shall be determined by a toss of a coin.

2. The grievant and his/her representative shall invoke the arbitration step within twenty–one (21) calendar days of receipt of a decision at Step 2 or Step 3 if used, of this procedure by submitting a written request for arbitration to the Director of Human Resources.

3. In cases in which the Association represents the grievant, the County and Association shall share the arbitration cost on a 50/50 basis. In cases in which the Association is not representing the grievant or the Association declines to carry a case to the arbitration step, the fees and expenses of arbitration shall be shared on a 50/50 basis by the County and the employee. Each party, however, shall bear the cost of its presentation including preparation and post–hearing briefs, if any, provided that witnesses necessary to the presentation of the employee's case shall be granted necessary time off without loss of pay or benefits to appear at the arbitration hearing.

4. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by law.

5. No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the Unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Section 16.02 and is consistent with all provisions herein. Any dispute as to arbitrability shall be decided prior to any hearing on the merits unless the arbitrator rules that the issues are not separable. Whenever possible, a bench arbitrability decision shall be issued immediately.

6. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be arbitrated and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, maybe referred to arbitration under this section.

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

16.05 <u>Consistent Awards</u>

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

17.00 DISCIPLINARY PROCEDURES

17.01 Definition of Discipline

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

17.02 Pre-Disciplinary Notice

An appointing authority or designee who proposes to take disciplinary action against a regular employee of a suspension without pay that is greater than five (5) days, shall serve the employee with notice of the proposed discipline including the right to respond to the appointing authority prior to the effective date of the action being taken. The notice shall be served at least seven (7) calendar days prior to the effective date of action and shall be served on the employee personally or by certified mail. If the employee is personally served, the date of service shall be considered the first day of notification. If the employee is served by certified mail, neither the day of mailing, nor the following calendar day, shall be considered in the seven (7) 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, the effective date(s) of the action, and, in case of demotion, shall contain a statement as to the wages and duties of the new position. The notice shall also advise the employee that a copy of the material upon which the action is based is attached or available for review upon request during normal business hours; of 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 to conduct an investigation into allegations, assign the employee to less critical duties during the five (5) day review period. When extraordinary circumstances exist that require the immediate removal of the employee from the premises, an appointing authority or a designated representative may place the employee on paid leave, subject to call during the five (5) day review period, not to exceed five (5) days. If required to provide for full investigation of the allegations made against an employee, the five (5) day period for reassignment or paid leave may be extended up to twenty (20) working days. Such leave may be extended by request of the appointing authority and approval of the Human

Resources Director. A copy of all notices and written responses shall be forwarded to the Director of Human Resources.

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

17.03 Disciplinary Appeals

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

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

17.04 Right to Representation

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

17.05 Notice of Association

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

18.00 LAYOFF POLICY

An appointing authority may initiate a layoff for a regular help position(s) due to administrative reorganization, lack of work, or lack of appropriation by advising the Director - Human Resources of the number of positions, classifications, department involved, and the effective layoff date. Layoffs may occur as a result of a Board action, such as adoption of the County budget but do not require the express authorization of the Board of Supervisors to proceed. The Director - Human Resources shall establish a seniority list and shall consider employee status, length of service, and efficiency in determining which employee or employees are to be laid off and shall, in writing, inform the appointing authority and affected employees.

SENIORITY LIST SCORE COMPUTATION

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 a permanent separation, credit shall be given only for regular help employment following such break in service. The seniority status accrued by those incumbent employees in the Employment and Social Services Department, Health, and Civil Disaster Departments under the Local Agency Human Resources Standards prior to August 7, l976, shall remain on accrual.

One point seniority credit shall be given for each calendar month of regular help employment 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 prorated basis.

Twelve (12) points shall be subtracted from the seniority score of an employee who received a disciplinary action which included demotion, suspension or salary reduction.

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

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

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

c) Employees with the greatest seniority in the department.

d) Employees whose names are drawn by lot by the Director - Human Resources.

ORDER OF SEPARATION IN REDUCTION-IN-FORCE

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

a) Extra Help and Emergency

b) Provisional and Probationary
c) Permanent

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.

LAYOFF NOTICE

The Director of Human Resources shall send written notice to the last known address of each employee affected by a layoff, and the Association, at least thirty (30) days prior to the effective date of the action, except for employees who are impacted by "bumping," in which case notice shall be sent fourteen (14) days prior to the effective date of the action.

The notice shall include the:

a) Reason for layoff;
b) Classes to which the employee may demote within the department, if any;
c) Effective date of the action;
d) Seniority score of the employee;
e) Formula by which the seniority score is computed;
f) Appeal rights of the employee;
g) Conditions governing retention on and reinstatement from reemployment lists; and
h) Rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

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 layoff 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 - 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 - Human Resources in writing of this election no later than five (5) days after receiving the notice of layoff.

The County further agrees that within twenty four (24) months from the effective date of layoff, any employee who accepts a demotion in lieu of lay off pursuant to this layoff policy, solely for the express purpose of the appropriate pay range qualification for transfer to a vacant position purposes, be considered as if they were still included in the

pay range of the classification from which they voluntarily demoted from, in which the layoff employee held permanent status.

An employee affected by layoff who voluntarily demotes in lieu of layoff shall be eligible to transfer at the pay range held at the time of layoff or the duration of the reinstatement list. (Example: An Administrative Assistant (range 28) who voluntarily demotes in lieu of layoff to an Office Specialist (range 19), maintains transferability at the higher range 28. This employee would be able to transfer to range 29 and below for the duration of the reinstatement list. Refer to Personnel Rule 11.9 for transfer qualifications).

LAYOFF REINSTATEMENT

A name which appears on a reinstatement list shall be removed from the reinstatement list when the individual indicates no interest in offered reinstatement on three (3) separate written inquiries.

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 all (100%) unused sick leave on accrual at the time of layoff and shall accrue vacation benefits at the 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.

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.

19.00 COMMITTEES

County Safety Committee

The Association shall designate one (1) representative to the County Safety Committee. The purpose of the Safety Committee shall be to review safety policies and procedures

and to make recommendations. The Committee shall be advisory to the County and recognized employee associations and shall publish a written annual report.

20.00 SIDE LETTERS

All side letters are non-enforceable as of the effective date of this MOU unless the parties expressly add them to the MOU. The parties agree that side letters shall be either integrated into this Agreement or they expire. This rule excludes documents labeled "side letter" which resolved individual employee disciplinary actions or grievances. Notwithstanding this rule, the parties may mutually agree to honor a side letter that is not integrated into this Agreement. The Parties acknowledge that they will both continue to honor the following side letters:

08-02-03 (Survivor Benefit)
10-02-04 (Survivor Benefit)

21.00 PAST PRACTICES

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

22.00 MISCELLANEOUS

22.01 Term Assignment

When an employee accepts a term position in the same department as currently employed, and the term assignment ends, the employee shall be reinstated to the same classification as was held prior to the term assignment. In this event, the time spent in the term position shall count toward seniority and the probation period of the employee's prior position where the required probationary period was not completed prior to movement to the term position.

22.02 Smoking Policy

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

22.03 Outsourcing/Contracting Out

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

23.00 AGREEMENT

23.01 Full Agreement

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

23.02 Enactment

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

23.03 Savings Clause

If any provision of this memorandum shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

23.04 Peaceful Performance

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

23.05 Term of Memorandum

This Memorandum shall become effective July 1, 2010 and shall remain in full force and effect to and including September 30, 2013. Except as otherwise provided herein, the Association shall submit its requests on matters within the

scope of representation by September 30, 2013. The County and Association shall attempt to begin the meet and confer process by April 30, 2013 and endeavor to conclude negotiations in a reasonable time.

During the term of this agreement, BCMEA may request to discuss with the County any subsequent agreement between the County and either of the BCEA bargaining units which BCMEA believes contains better wages and/or benefits than this agreement.

The County agrees that it will meet with BCMEA should the County's property tax revenue increase a cumulative amount of 7% or more during the term of this agreement. For calculation purposes, the County and BCMEA agree the base calculation is derived from Fiscal Year 2009-2010 ($47,414,872 from revenue accounts 4110100, 4110200, 4110300, 4110400).

Signed and entered into this 12 day of July, 2011.

ASSOCIATION RATIFICATION

Ratified by the Butte County Management Employees Bargaining Unit (Association) on this 18th day of July, 2011.

ASSOCIATION

Brenda Crotts
President, Butte County Management Employee's Association

Cheryl Schiele
Cheryl Schiele, Association Representative

COUNTY OF BUTTE

Jack Hughes, Chief Negotiator

Brian Ring, Director - Human Resources

COUNTY RATIFICATION

Ratified by the Butte County Board of Supervisors this 26th day of July, 2011. Minute Order No. 1113-006

Steve Lambert
Steve Lambert, Chair Butte County Board of Supervisors

ATTEST:

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

By: _____

EXHIBIT I

FLEXIBLE BENEFITS OPTIONS

Exhibit I – Flexible Benefits Options

Butte County Flexible Benefits Options

Employee A

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

   a. A PERS medical option.

   b. Delta Dental Plan

   c. Vision Services Plan

2. Flexible Benefit Options.

   a. Taxable cash back of up to $403.34/month

   b. Pre-Tax spending accounts:

   - Dependent Care.
   - Health Care (unreimbursed medical expenses).

Employee B

1. Flexible Benefit Options.

   e. Taxable cash back of up to $403.34/month

   b. Pre-Tax spending accounts:
   - Dependent Care.
   - Health Care (unreimbursed medical expenses).

APPENDIX A
SALARY SCHEDULE

(Non-Safety: 2% Increase Effective 01/01/12; Safety: 3% Increase Effective 01/01/12, and 1% Increase Effective 01/01/13)

Class Code	Classification Title	Range	Hourly Rates							Bi-Weekly Rates						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1257	Accounting Systems Analyst	53	$25.8668	$27.1601	$28.5181	$29.9440	$31.4412	$33.0133	$34.6640	$2,069.34	$2,172.81	$2,281.45	$2,395.52	$2,515.30	$2,641.06	$2,773.12
1026	Administrative Analyst	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
1028	Administrative Analyst, Associate	42	$19.7141	$20.6998	$21.7348	$22.8215	$23.9626	$25.1607	$26.4187	$1,577.13	$1,655.98	$1,738.78	$1,825.72	$1,917.01	$2,012.86	$2,113.50
1025	Administrative Analyst, Senior	50	$24.0199	$25.2209	$26.4819	$27.8060	$29.1963	$30.6561	$32.1889	$1,921.59	$2,017.67	$2,118.55	$2,224.48	$2,335.70	$2,452.49	$2,575.11
1058	Administrative Assistant, Senior	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
4110	Administrative Coordinator	57	$28.5521	$29.9797	$31.4787	$33.0526	$34.7052	$36.4405	$38.2625	$2,284.17	$2,398.38	$2,518.30	$2,644.21	$2,776.42	$2,915.24	$3,061.00
1252	Administrative Services Officer	55	$27.1763	$28.5351	$29.9619	$31.4600	$33.0330	$34.6847	$36.4189	$2,174.10	$2,282.81	$2,396.95	$2,516.80	$2,642.64	$2,774.78	$2,913.51
1207	Assessment Systems and Standards Officer	50	$24.0199	$25.2209	$26.4819	$27.8060	$29.1963	$30.6561	$32.1889	$1,921.59	$2,017.67	$2,118.55	$2,224.48	$2,335.70	$2,452.49	$2,575.11
1006	Assistant Clerk of the Board	47	$22.3048	$23.4200	$24.5910	$25.8206	$27.1116	$28.4672	$29.8906	$1,784.38	$1,873.60	$1,967.28	$2,065.65	$2,168.93	$2,277.38	$2,391.25
7002	Assistant District Attorney	74	$43.4453	$45.6176	$47.8985	$50.2934	$52.8081	$55.4485	$58.2209	$3,475.62	$3,649.41	$3,831.88	$4,023.47	$4,224.65	$4,435.88	$4,657.67
5521	Assistant Superintendent, Juvenile Hall	53	$26.1209	$27.4269	$28.7982	$30.2381	$31.7500	$33.3375	$35.0044	$2,089.67	$2,194.15	$2,303.86	$2,419.05	$2,540.00	$2,667.00	$2,800.35
5521	Assistant Superintendent, Juvenile Hall (1% Increase Effective 01/01/13)	53	$26.3821	$27.7012	$29.0863	$30.5406	$32.0676	$33.6710	$35.3546	$2,110.57	$2,216.10	$2,326.90	$2,443.25	$2,565.41	$2,693.68	$2,828.37
1007	Associate Clerk of the Board	40	$18.7642	$19.7024	$20.6875	$21.7219	$22.8080	$23.9484	$25.1458	$1,501.14	$1,576.19	$1,655.00	$1,737.75	$1,824.64	$1,915.87	$2,011.66
1271	Auditor-Accountant, Principal	49	$23.4340	$24.6057	$25.8360	$27.1278	$28.4842	$29.9084	$31.4038	$1,874.72	$1,968.46	$2,066.88	$2,170.22	$2,278.74	$2,392.67	$2,512.30
1272	Auditor-Accountant, Senior	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
7019	Bad Check Program Coordinator	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
1009	Board Administrative Support Specialist	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
2805	Branch Librarian	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
3303	Building Official Assistant	65	$34.7879	$36.5273	$38.3537	$40.2714	$42.2850	$44.3993	$46.6193	$2,783.03	$2,922.18	$3,068.30	$3,221.71	$3,382.80	$3,551.94	$3,729.54
4002	Butte County Children and Families Commission Director	66	$35.6576	$37.4405	$39.3125	$41.2781	$43.3420	$45.5091	$47.7846	$2,852.61	$2,995.24	$3,145.00	$3,302.25	$3,467.36	$3,640.73	$3,822.77
4914	Buyer	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
4913	Buyer, Senior	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
1233	Cadastral Drafting Technician, Senior	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
4313	Civil Engineer, Associate	58	$29.2659	$30.7292	$32.2657	$33.8790	$35.5730	$37.3517	$39.2193	$2,341.27	$2,458.34	$2,581.26	$2,710.32	$2,845.84	$2,988.14	$3,137.54
4311	Civil Engineer, Senior	62	$32.3040	$33.9192	$35.6152	$37.3960	$39.2658	$41.2291	$43.2906	$2,584.32	$2,713.54	$2,849.22	$2,991.68	$3,141.26	$3,298.33	$3,463.25
4033	Clinic Manager	58	$29.2659	$30.7292	$32.2657	$33.8790	$35.5730	$37.3517	$39.2193	$2,341.27	$2,458.34	$2,581.26	$2,710.32	$2,845.84	$2,988.14	$3,137.54
1036	Community Relations Coordinator	56	$27.8557	$29.2485	$30.7109	$32.2464	$33.8587	$35.5516	$37.3292	$2,228.46	$2,339.88	$2,456.87	$2,579.71	$2,708.70	$2,844.13	$2,986.34
1005	Compliance Officer	63	$33.1116	$34.7672	$36.5056	$38.3309	$40.2474	$42.2598	$44.3728	$2,648.93	$2,781.38	$2,920.45	$3,066.47	$3,219.79	$3,380.78	$3,549.82
4607	Contracts Manager	63	$33.1116	$34.7672	$36.5056	$38.3309	$40.2474	$42.2598	$44.3728	$2,648.93	$2,781.38	$2,920.45	$3,066.47	$3,219.79	$3,380.78	$3,549.82
6855	Crime Prevention Coordinator	34	$16.1803	$16.9893	$17.8388	$18.7307	$19.6672	$20.6506	$21.6831	$1,294.42	$1,359.14	$1,427.10	$1,498.46	$1,573.38	$1,652.05	$1,734.65
7022	Department Data Systems Coordinator	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
1105	Deputy Director, Agriculture/Weights and Measures	54	$26.5135	$27.8392	$29.2312	$30.6928	$32.2274	$33.8388	$35.5307	$2,121.08	$2,227.14	$2,338.50	$2,455.42	$2,578.19	$2,707.10	$2,842.46
4010	Deputy Director, Environmental Health	61	$31.5161	$33.0919	$34.7465	$36.4838	$38.3080	$40.2234	$42.2346	$2,521.29	$2,647.35	$2,779.72	$2,918.70	$3,064.64	$3,217.87	$3,378.77
1332	Deputy Director, Information Systems	66	$35.6576	$37.4405	$39.3125	$41.2781	$43.3420	$45.5091	$47.7846	$2,852.61	$2,995.24	$3,145.00	$3,302.25	$3,467.36	$3,640.73	$3,822.77
4040	Deputy Director, Public Health Nursing	60	$30.7474	$32.2848	$33.8990	$35.5940	$37.3737	$39.2424	$41.2045	$2,459.79	$2,582.78	$2,711.92	$2,847.52	$2,989.90	$3,139.39	$3,296.36
4305	Deputy Director, Public Works	64	$33.9394	$35.6364	$37.4182	$39.2891	$41.2536	$43.3163	$45.4821	$2,715.15	$2,850.91	$2,993.46	$3,143.13	$3,300.29	$3,465.30	$3,638.57
4003	Director, Environmental Health	66	$35.6576	$37.4405	$39.3125	$41.2781	$43.3420	$45.5091	$47.7846	$2,852.61	$2,995.24	$3,145.00	$3,302.25	$3,467.36	$3,640.73	$3,822.77
4007	Director, Health Education	61	$31.5161	$33.0919	$34.7465	$36.4838	$38.3080	$40.2234	$42.2346	$2,521.29	$2,647.35	$2,779.72	$2,918.70	$3,064.64	$3,217.87	$3,378.77
4008	Director, Public Health Laboratory	63	$33.1116	$34.7672	$36.5056	$38.3309	$40.2474	$42.2598	$44.3728	$2,648.93	$2,781.38	$2,920.45	$3,066.47	$3,219.79	$3,380.78	$3,549.82
4005	Director, Public Health Nursing	65	$34.7879	$36.5273	$38.3537	$40.2714	$42.2850	$44.3993	$46.6193	$2,783.03	$2,922.18	$3,068.30	$3,221.71	$3,382.80	$3,551.94	$3,729.54
7021	District Attorney Chief - Administration	65	$34.7879	$36.5273	$38.3537	$40.2714	$42.2850	$44.3993	$46.6193	$2,783.03	$2,922.18	$3,068.30	$3,221.71	$3,382.80	$3,551.94	$3,729.54
4921	Emergency Services Officer	57	$28.5521	$29.9797	$31.4787	$33.0526	$34.7052	$36.4405	$38.2625	$2,284.17	$2,398.38	$2,518.30	$2,644.21	$2,776.42	$2,915.24	$3,061.00
5361	Employment and Eligibility Training Officer	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
4314	Engineer, Assistant	49	$23.4340	$24.6057	$25.8360	$27.1278	$28.4842	$29.9084	$31.4038	$1,874.72	$1,968.46	$2,066.88	$2,170.22	$2,278.74	$2,392.67	$2,512.30
4316	Engineering Project Coordinator	55	$27.1763	$28.5351	$29.9619	$31.4600	$33.0330	$34.6847	$36.4189	$2,174.10	$2,282.81	$2,396.95	$2,516.80	$2,642.64	$2,774.78	$2,913.51
1052	Executive Assistant	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
4605	Facilities Project Specialist	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
1289	Financial Analyst, Associate	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
1290	Financial Analyst	51	$24.6204	$25.8514	$27.1440	$28.5012	$29.9263	$31.4226	$32.9937	$1,969.63	$2,068.11	$2,171.52	$2,280.10	$2,394.10	$2,513.81	$2,639.50
1021	Fiscal Manager	59	$29.9975	$31.4974	$33.0723	$34.7259	$36.4622	$38.2853	$40.1996	$2,399.80	$2,519.79	$2,645.78	$2,778.07	$2,916.98	$3,062.82	$3,215.97
3203	GIS Analyst	43	$20.2070	$21.2174	$22.2783	$23.3922	$24.5618	$25.7899	$27.0794	$1,616.56	$1,697.39	$1,782.26	$1,871.38	$1,964.94	$2,063.19	$2,166.35
4941	Graphics Communication Officer	42	$19.7141	$20.6998	$21.7348	$22.8215	$23.9626	$25.1607	$26.4187	$1,577.13	$1,655.98	$1,738.78	$1,825.72	$1,917.01	$2,012.86	$2,113.50
1326	Human Resources Analyst	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
1327	Human Resources Analyst, Associate	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
1324	Human Resources Analyst, Principal	57	$28.5521	$29.9797	$31.4787	$33.0526	$34.7052	$36.4405	$38.2625	$2,284.17	$2,398.38	$2,518.30	$2,644.21	$2,776.42	$2,915.24	$3,061.00
1325	Human Resources Analyst, Senior	49	$23.4340	$24.6057	$25.8360	$27.1278	$28.4842	$29.9084	$31.4038	$1,874.72	$1,968.46	$2,066.88	$2,170.22	$2,278.74	$2,392.67	$2,512.30
1329	Human Resources Specialist	35	$16.5848	$17.4140	$18.2847	$19.1989	$20.1588	$21.1667	$22.2250	$1,326.78	$1,393.12	$1,462.78	$1,535.91	$1,612.70	$1,693.34	$1,778.00
1328	Human Resources Specialist, Senior	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
1335	Information Systems Analyst	51	$24.6204	$25.8514	$27.1440	$28.5012	$29.9263	$31.4226	$32.9937	$1,969.63	$2,068.11	$2,171.52	$2,280.10	$2,394.10	$2,513.81	$2,639.50
1336	Information Systems Analyst, Associate	47	$22.3048	$23.4200	$24.5910	$25.8206	$27.1116	$28.4672	$29.8906	$1,784.38	$1,873.60	$1,967.28	$2,065.65	$2,168.93	$2,277.38	$2,391.25
1333	Information Systems Analyst, Principal	59	$29.9975	$31.4974	$33.0723	$34.7259	$36.4622	$38.2853	$40.1996	$2,399.80	$2,519.79	$2,645.78	$2,778.07	$2,916.98	$3,062.82	$3,215.97
1334	Information Systems Analyst, Senior	55	$27.1763	$28.5351	$29.9619	$31.4600	$33.0330	$34.6847	$36.4189	$2,174.10	$2,282.81	$2,396.95	$2,516.80	$2,642.64	$2,774.78	$2,913.51
1343	Information Systems Technician, Senior	44	$20.7122	$21.7478	$22.8352	$23.9770	$25.1759	$26.4347	$27.7564	$1,656.98	$1,739.82	$1,826.82	$1,918.16	$2,014.07	$2,114.78	$2,220.51
1254	Internal Auditor	49	$23.4340	$24.6057	$25.8360	$27.1278	$28.4842	$29.9084	$31.4038	$1,874.72	$1,968.46	$2,066.88	$2,170.22	$2,278.74	$2,392.67	$2,512.30
2806	Librarian	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
2803	Literacy Specialist	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
1015	Management Analyst	51	$24.6204	$25.8514	$27.1440	$28.5012	$29.9263	$31.4226	$32.9937	$1,969.63	$2,068.11	$2,171.52	$2,280.10	$2,394.10	$2,513.81	$2,639.50
1018	Management Analyst, Associate	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
1016	Management Analyst, Principal	63	$33.1116	$34.7672	$36.5056	$38.3309	$40.2474	$42.2598	$44.3728	$2,648.93	$2,781.38	$2,920.45	$3,066.47	$3,219.79	$3,380.78	$3,549.82
1017	Management Analyst, Senior	57	$28.5521	$29.9797	$31.4787	$33.0526	$34.7052	$36.4405	$38.2625	$2,284.17	$2,398.38	$2,518.30	$2,644.21	$2,776.42	$2,915.24	$3,061.00
5304	Manager, (DESS) Program Development	62	$32.3040	$33.9192	$35.6152	$37.3960	$39.2658	$41.2291	$43.2906	$2,584.32	$2,713.54	$2,849.22	$2,991.68	$3,141.26	$3,298.33	$3,463.25
4112	Manager, Behavioral Health Facilities	55	$27.1763	$28.5351	$29.9619	$31.4600	$33.0330	$34.6847	$36.4189	$2,174.10	$2,282.81	$2,396.95	$2,516.80	$2,642.64	$2,774.78	$2,913.51
4109	Manager, Behavioral Health Managed Care Plan	66	$35.6576	$37.4405	$39.3125	$41.2781	$43.3420	$45.5091	$47.7846	$2,852.61	$2,995.24	$3,145.00	$3,302.25	$3,467.36	$3,640.73	$3,822.77

3301	Manager, Building Division	69	$38.3993	$40.3193	$42.3353	$44.4521	$46.6747	$49.0084	$51.4588	$3,071.94	$3,225.54	$3,386.82	$3,556.17	$3,733.98	$3,920.67	$4,116.70
1138	Manager, Clerk-Recorder/Election Services	58	$29.2659	$30.7292	$32.2657	$33.8790	$35.5730	$37.3517	$39.2193	$2,341.27	$2,458.34	$2,581.26	$2,710.32	$2,845.84	$2,988.14	$3,137.54
1010	Manager, Economic & Community Development	69	$38.3993	$40.3193	$42.3353	$44.4521	$46.6747	$49.0084	$51.4588	$3,071.94	$3,225.54	$3,386.82	$3,556.17	$3,733.98	$3,920.67	$4,116.70
4601	Manager, Facilities Services	61	$31.5161	$33.0919	$34.7465	$36.4838	$38.3080	$40.2234	$42.2346	$2,521.29	$2,647.35	$2,779.72	$2,918.70	$3,064.64	$3,217.87	$3,378.77
1262	Manager, Finance and Investment	57	$28.5521	$29.9797	$31.4787	$33.0526	$34.7052	$36.4405	$38.2625	$2,284.17	$2,398.38	$2,518.30	$2,644.21	$2,776.42	$2,915.24	$3,061.00
4500	Manager, Fleet Services	58	$29.2659	$30.7292	$32.2657	$33.8790	$35.5730	$37.3517	$39.2193	$2,341.27	$2,458.34	$2,581.26	$2,710.32	$2,845.84	$2,988.14	$3,137.54
3201	Manager, Geographic Information System (G.I.S.)	50	$24.0199	$25.2209	$26.4819	$27.8060	$29.1963	$30.6561	$32.1889	$1,921.59	$2,017.67	$2,118.55	$2,224.48	$2,335.70	$2,452.49	$2,575.11
1253	Manager, Governmental Accounting	63	$33.1116	$34.7672	$36.5056	$38.3309	$40.2474	$42.2598	$44.3728	$2,648.93	$2,781.38	$2,920.45	$3,066.47	$3,219.79	$3,380.78	$3,549.82
4342	Manager, Landfill Operations	53	$25.8668	$27.1601	$28.5181	$29.9440	$31.4412	$33.0133	$34.6640	$2,069.34	$2,172.81	$2,281.45	$2,395.52	$2,515.30	$2,641.06	$2,773.12
7023	Manager, Legal Secretarial Services	42	$19.7141	$20.6998	$21.7348	$22.8215	$23.9626	$25.1607	$26.4187	$1,577.13	$1,655.98	$1,738.78	$1,825.72	$1,917.01	$2,012.86	$2,113.50
1031	Manager, Personnel Operations	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
3101	Manager, Planning Division	68	$37.4627	$39.3358	$41.3026	$43.3677	$45.5361	$47.8129	$50.2035	$2,997.02	$3,146.86	$3,304.21	$3,469.42	$3,642.89	$3,825.03	$4,016.28
1013	Manager, Program Development	61	$31.5161	$33.0919	$34.7465	$36.4838	$38.3080	$40.2234	$42.2346	$2,521.29	$2,647.35	$2,779.72	$2,918.70	$3,064.64	$3,217.87	$3,378.77
1255	Manager, Property Tax & Grant Accounting	59	$29.9975	$31.4974	$33.0723	$34.7259	$36.4622	$38.2853	$40.1996	$2,399.80	$2,519.79	$2,645.78	$2,778.07	$2,916.98	$3,062.82	$3,215.97
4107	Manager, Psychiatric Health Facility	63	$33.1116	$34.7672	$36.5056	$38.3309	$40.2474	$42.2598	$44.3728	$2,648.93	$2,781.38	$2,920.45	$3,066.47	$3,219.79	$3,380.78	$3,549.82
4911	Manager, Purchasing Services	54	$26.5135	$27.8392	$29.2312	$30.6928	$32.2274	$33.8388	$35.5307	$2,121.08	$2,227.14	$2,338.50	$2,455.42	$2,578.19	$2,707.10	$2,842.46
4341	Manager, Solid Waste	60	$30.7474	$32.2848	$33.8990	$35.5940	$37.3737	$39.2424	$41.2045	$2,459.79	$2,582.78	$2,711.92	$2,847.52	$2,989.90	$3,139.39	$3,296.36
1051	Manager, Support Services	40	$18.7642	$19.7024	$20.6875	$21.7219	$22.8080	$23.9484	$25.1458	$1,501.14	$1,576.19	$1,655.00	$1,737.75	$1,824.64	$1,915.87	$2,011.66
1291	Manager, Telecommunications	61	$31.5161	$33.0919	$34.7465	$36.4838	$38.3080	$40.2234	$42.2346	$2,521.29	$2,647.35	$2,779.72	$2,918.70	$3,064.64	$3,217.87	$3,378.77
4340	Manager, Waste Management Division	64	$33.9394	$35.6364	$37.4182	$39.2891	$41.2536	$43.3163	$45.4821	$2,715.15	$2,850.91	$2,993.46	$3,143.13	$3,300.29	$3,465.30	$3,638.57
4133	Mental Health Clinician	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
4134	Mental Health Clinician Intern	43	$20.2070	$21.2174	$22.2783	$23.3922	$24.5618	$25.7899	$27.0794	$1,616.56	$1,697.39	$1,782.26	$1,871.38	$1,964.94	$2,063.19	$2,166.35
7024	Paralegal	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
1035	Personnel Administrative Specialist	29	$14.3011	$15.0162	$15.7670	$16.5554	$17.3832	$18.2524	$19.1650	$1,144.09	$1,201.30	$1,261.36	$1,324.43	$1,390.66	$1,460.19	$1,533.20
1033	Personnel Operations Specialist	33	$15.7857	$16.5750	$17.4038	$18.2740	$19.1877	$20.1471	$21.1545	$1,262.86	$1,326.00	$1,392.30	$1,461.92	$1,535.02	$1,611.77	$1,692.36
3305	Plan Check Engineer	65	$34.7879	$36.5273	$38.3537	$40.2714	$42.2850	$44.3993	$46.6193	$2,783.03	$2,922.18	$3,068.30	$3,221.71	$3,382.80	$3,551.94	$3,729.54
3106	Planner, Assistant	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
3105	Planner, Associate	47	$22.3048	$23.4200	$24.5910	$25.8206	$27.1116	$28.4672	$29.8906	$1,784.38	$1,873.60	$1,967.28	$2,065.65	$2,168.93	$2,277.38	$2,391.25
3103	Planner, Principal	61	$31.5161	$33.0919	$34.7465	$36.4838	$38.3080	$40.2234	$42.2346	$2,521.29	$2,647.35	$2,779.72	$2,918.70	$3,064.64	$3,217.87	$3,378.77
3104	Planner, Senior	52	$25.2359	$26.4977	$27.8226	$29.2137	$30.6744	$32.2081	$33.8185	$2,018.87	$2,119.82	$2,225.81	$2,337.10	$2,453.95	$2,576.65	$2,705.48
6854	Pre-Trial Release, Supervisor	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
6853	Pre-Trial Release Specialist	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
4042	Program Administrator, California Children's Services	62	$32.3040	$33.9192	$35.6152	$37.3960	$39.2658	$41.2291	$43.2906	$2,584.32	$2,713.54	$2,849.22	$2,991.68	$3,141.26	$3,298.33	$3,463.25
4014	Program Manager, Animal Control	55	$27.1763	$28.5351	$29.9619	$31.4600	$33.0330	$34.6847	$36.4189	$2,174.10	$2,282.81	$2,396.95	$2,516.80	$2,642.64	$2,774.78	$2,913.51
4102	Program Manager, Behavioral Health Information Systems Services	66	$35.6576	$37.4405	$39.3125	$41.2781	$43.3420	$45.5091	$47.7846	$2,852.61	$2,995.24	$3,145.00	$3,302.25	$3,467.36	$3,640.73	$3,822.77
4012	Program Manager, Butte County Children & Families Commission	56	$27.8557	$29.2485	$30.7109	$32.2464	$33.8587	$35.5516	$37.3292	$2,228.46	$2,339.88	$2,456.87	$2,579.71	$2,708.70	$2,844.13	$2,986.34
3705	Program Manager, Child Support Services	56	$27.8557	$29.2485	$30.7109	$32.2464	$33.8587	$35.5516	$37.3292	$2,228.46	$2,339.88	$2,456.87	$2,579.71	$2,708.70	$2,844.13	$2,986.34
4105	Program Manager, Clinical Services	58	$29.2659	$30.7292	$32.2657	$33.8790	$35.5730	$37.3517	$39.2193	$2,341.27	$2,458.34	$2,581.26	$2,710.32	$2,845.84	$2,988.14	$3,137.54
4106	Program Manager, Community Services	56	$27.8557	$29.2485	$30.7109	$32.2464	$33.8587	$35.5516	$37.3292	$2,228.46	$2,339.88	$2,456.87	$2,579.71	$2,708.70	$2,844.13	$2,986.34
5303	Program Manager, Employment and Social Services	62	$32.3040	$33.9192	$35.6152	$37.3960	$39.2658	$41.2291	$43.2906	$2,584.32	$2,713.54	$2,849.22	$2,991.68	$3,141.26	$3,298.33	$3,463.25
4011	Program Manager, Environmental Health	58	$29.2659	$30.7292	$32.2657	$33.8790	$35.5730	$37.3517	$39.2193	$2,341.27	$2,458.34	$2,581.26	$2,710.32	$2,845.84	$2,988.14	$3,137.54
5504	Program Manager, Probation	56	$27.8557	$29.2485	$30.7109	$32.2464	$33.8587	$35.5516	$37.3292	$2,228.46	$2,339.88	$2,456.87	$2,579.71	$2,708.70	$2,844.13	$2,986.34
4041	Program Manager, Public Health	62	$32.3040	$33.9192	$35.6152	$37.3960	$39.2658	$41.2291	$43.2906	$2,584.32	$2,713.54	$2,849.22	$2,991.68	$3,141.26	$3,298.33	$3,463.25
4113	Program Manager, Wellness and Recovery Services	56	$27.8557	$29.2485	$30.7109	$32.2464	$33.8587	$35.5516	$37.3292	$2,228.46	$2,339.88	$2,456.87	$2,579.71	$2,708.70	$2,844.13	$2,986.34
4608	Project Manager, Capital Improvement	55	$27.1763	$28.5351	$29.9619	$31.4600	$33.0330	$34.6847	$36.4189	$2,174.10	$2,282.81	$2,396.95	$2,516.80	$2,642.64	$2,774.78	$2,913.51
1137	Project Manager, Clerk-Recorder/Elections	48	$22.8624	$24.0055	$25.2058	$26.4661	$27.7894	$29.1789	$30.6378	$1,828.99	$1,920.44	$2,016.46	$2,117.29	$2,223.15	$2,334.31	$2,451.02
4609	Property Manager	63	$33.1116	$34.7672	$36.5056	$38.3309	$40.2474	$42.2598	$44.3728	$2,648.93	$2,781.38	$2,920.45	$3,066.47	$3,219.79	$3,380.78	$3,549.82
1281	Property Tax Supervising Accounting Specialist	38	$17.8600	$18.7530	$19.6907	$20.6752	$21.7090	$22.7945	$23.9342	$1,428.80	$1,500.24	$1,575.26	$1,654.02	$1,736.72	$1,823.56	$1,914.74
4108	Quality Assurance Coordinator	57	$28.5521	$29.9797	$31.4787	$33.0526	$34.7052	$36.4405	$38.2625	$2,284.17	$2,398.38	$2,518.30	$2,644.21	$2,776.42	$2,915.24	$3,061.00
4623	Real Property Agent, Senior	50	$24.0199	$25.2209	$26.4819	$27.8060	$29.1963	$30.6561	$32.1889	$1,921.59	$2,017.67	$2,118.55	$2,224.48	$2,335.70	$2,452.49	$2,575.11
4624	Real Property Agent	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
1030	Risk Management Analyst	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
1029	Risk Management Analyst, Senior	50	$24.0199	$25.2209	$26.4819	$27.8060	$29.1963	$30.6561	$32.1889	$1,921.59	$2,017.67	$2,118.55	$2,224.48	$2,335.70	$2,452.49	$2,575.11
4931	Risk Manager	58	$29.2659	$30.7292	$32.2657	$33.8790	$35.5730	$37.3517	$39.2193	$2,341.27	$2,458.34	$2,581.26	$2,710.32	$2,845.84	$2,988.14	$3,137.54
4933	Safety Officer	58	$29.2659	$30.7292	$32.2657	$33.8790	$35.5730	$37.3517	$39.2193	$2,341.27	$2,458.34	$2,581.26	$2,710.32	$2,845.84	$2,988.14	$3,137.54
4104	Senior Program Manager, Clinical Services	62	$32.3040	$33.9192	$35.6152	$37.3960	$39.2658	$41.2291	$43.2906	$2,584.32	$2,713.54	$2,849.22	$2,991.68	$3,141.26	$3,298.33	$3,463.25
4111	Senior Program Manager, Youth Services	62	$32.3040	$33.9192	$35.6152	$37.3960	$39.2658	$41.2291	$43.2906	$2,584.32	$2,713.54	$2,849.22	$2,991.68	$3,141.26	$3,298.33	$3,463.25
4343	Senior Supervisor, Landfill Operations	47	$22.3048	$23.4200	$24.5910	$25.8206	$27.1116	$28.4672	$29.8906	$1,784.38	$1,873.60	$1,967.28	$2,065.65	$2,168.93	$2,277.38	$2,391.25
1059	Sheriff's Administrative Secretary	35	$16.5848	$17.4140	$18.2847	$19.1989	$20.1588	$21.1667	$22.2250	$1,326.78	$1,393.12	$1,462.78	$1,535.91	$1,612.70	$1,693.34	$1,778.00
5305	Staff Development Officer, Social Services	49	$23.4340	$24.6057	$25.8360	$27.1278	$28.4842	$29.9084	$31.4038	$1,874.72	$1,968.46	$2,066.88	$2,170.22	$2,278.74	$2,392.67	$2,512.30
4603	Superintendent, Facilities Services	53	$25.8668	$27.1601	$28.5181	$29.9440	$31.4412	$33.0133	$34.6640	$2,069.34	$2,172.81	$2,281.45	$2,395.52	$2,515.30	$2,641.06	$2,773.12
4401	Superintendent, Maintenance Operations	52	$25.2359	$26.4977	$27.8226	$29.2137	$30.6744	$32.2081	$33.8185	$2,018.87	$2,119.82	$2,225.81	$2,337.10	$2,453.95	$2,576.65	$2,705.48
1041	Supervisor, Accountant	49	$23.4340	$24.6057	$25.8360	$27.1278	$28.4842	$29.9084	$31.4038	$1,874.72	$1,968.46	$2,066.88	$2,170.22	$2,278.74	$2,392.67	$2,512.30
1023	Supervisor, Administrative Analyst	55	$27.1763	$28.5351	$29.9619	$31.4600	$33.0330	$34.6847	$36.4189	$2,174.10	$2,282.81	$2,396.95	$2,516.80	$2,642.64	$2,774.78	$2,913.51
1111	Supervisor, Agricultural Biologist/Weights & Measures Inspector	50	$24.0199	$25.2209	$26.4819	$27.8060	$29.1963	$30.6561	$32.1889	$1,921.59	$2,017.67	$2,118.55	$2,224.48	$2,335.70	$2,452.49	$2,575.11
4023	Supervisor, Animal Control	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
1205	Supervisor, Appraiser	50	$24.0199	$25.2209	$26.4819	$27.8060	$29.1963	$30.6561	$32.1889	$1,921.59	$2,017.67	$2,118.55	$2,224.48	$2,335.70	$2,452.49	$2,575.11
1242	Supervisor, Assessment Clerk	33	$15.7857	$16.5750	$17.4038	$18.2740	$19.1877	$20.1471	$21.1545	$1,262.86	$1,326.00	$1,392.30	$1,461.92	$1,535.02	$1,611.77	$1,692.36
1241	Supervisor, Assessment Office	40	$18.7642	$19.7024	$20.6875	$21.7219	$22.8080	$23.9484	$25.1458	$1,501.14	$1,576.19	$1,655.00	$1,737.75	$1,824.64	$1,915.87	$2,011.66
1256	Supervisor, Auditor-Accountant	51	$24.6204	$25.8514	$27.1440	$28.5012	$29.9263	$31.4226	$32.9937	$1,969.63	$2,068.11	$2,171.52	$2,280.10	$2,394.10	$2,513.81	$2,639.50
1203	Supervisor, Auditor-Appraiser	50	$24.0199	$25.2209	$26.4819	$27.8060	$29.1963	$30.6561	$32.1889	$1,921.59	$2,017.67	$2,118.55	$2,224.48	$2,335.70	$2,452.49	$2,575.11
1267	Supervisor, Banking and Cash Management	53	$25.8668	$27.1601	$28.5181	$29.9440	$31.4412	$33.0133	$34.6640	$2,069.34	$2,172.81	$2,281.45	$2,395.52	$2,515.30	$2,641.06	$2,773.12
4141	Supervisor, Behavioral Health Counselor	44	$20.7122	$21.7478	$22.8352	$23.9770	$25.1759	$26.4347	$27.7564	$1,656.98	$1,739.82	$1,826.82	$1,918.16	$2,014.07	$2,114.78	$2,220.51
4171	Supervisor, Behavioral Health Education	48	$22.8624	$24.0055	$25.2058	$26.4661	$27.7894	$29.1789	$30.6378	$1,828.99	$1,920.44	$2,016.46	$2,117.29	$2,223.15	$2,334.31	$2,451.02
1045	Supervisor, Billing	51	$24.6204	$25.8514	$27.1440	$28.5012	$29.9263	$31.4226	$32.9937	$1,969.63	$2,068.11	$2,171.52	$2,280.10	$2,394.10	$2,513.81	$2,639.50
4421	Supervisor, Bridge Maintenance	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97

4621	Supervisor, Building and Grounds	42	$19.7141	$20.6998	$21.7348	$22.8215	$23.9626	$25.1607	$26.4187	$1,577.13	$1,655.98	$1,738.78	$1,825.72	$1,917.01	$2,012.86	$2,113.50
3307	Supervisor, Building Inspector	53	$25.8668	$27.1601	$28.5181	$29.9440	$31.4412	$33.0133	$34.6640	$2,069.34	$2,172.81	$2,281.45	$2,395.52	$2,515.30	$2,641.06	$2,773.12
1265	Supervisor, Central Collections	47	$22.3048	$23.4200	$24.5910	$25.8206	$27.1116	$28.4672	$29.8906	$1,784.38	$1,873.60	$1,967.28	$2,065.65	$2,168.93	$2,277.38	$2,391.25
1277	Supervisor, Central Colllections Accounting & Administrative Support	47	$22.3048	$23.4200	$24.5910	$25.8206	$27.1116	$28.4672	$29.8906	$1,784.38	$1,873.60	$1,967.28	$2,065.65	$2,168.93	$2,277.38	$2,391.25
3731	Supervisor, Child Support Specialist	40	$18.7642	$19.7024	$20.6875	$21.7219	$22.8080	$23.9484	$25.1458	$1,501.14	$1,576.19	$1,655.00	$1,737.75	$1,824.64	$1,915.87	$2,011.66
1132	Supervisor, Clerk-Recorder/Registrar of Voters	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
3501	Supervisor, Code Enforcement	48	$22.8624	$24.0055	$25.2058	$26.4661	$27.7894	$29.1789	$30.6378	$1,828.99	$1,920.44	$2,016.46	$2,117.29	$2,223.15	$2,334.31	$2,451.02
1046	Supervisor, Contracts Specialist	47	$22.3048	$23.4200	$24.5910	$25.8206	$27.1116	$28.4672	$29.8906	$1,784.38	$1,873.60	$1,967.28	$2,065.65	$2,168.93	$2,277.38	$2,391.25
6831	Supervisor, Dispatch Operations	44	$20.7122	$21.7478	$22.8352	$23.9770	$25.1759	$26.4347	$27.7564	$1,656.98	$1,739.82	$1,826.82	$1,918.16	$2,014.07	$2,114.78	$2,220.51
5341	Supervisor, Employment and Eligibility	42	$19.7141	$20.6998	$21.7348	$22.8215	$23.9626	$25.1607	$26.4187	$1,577.13	$1,655.98	$1,738.78	$1,825.72	$1,917.01	$2,012.86	$2,113.50
5351	Supervisor, Employment Services	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
4013	Supervisor, Environmental Health	54	$26.5135	$27.8392	$29.2312	$30.6928	$32.2274	$33.8388	$35.5307	$2,121.08	$2,227.14	$2,338.50	$2,455.42	$2,578.19	$2,707.10	$2,842.46
4611	Supervisor, Facilities Maintenance	42	$19.7141	$20.6998	$21.7348	$22.8215	$23.9626	$25.1607	$26.4187	$1,577.13	$1,655.98	$1,738.78	$1,825.72	$1,917.01	$2,012.86	$2,113.50
4441	Supervisor, Flood Control/Tree Maintenance	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
6871	Supervisor, Food Services	34	$16.1803	$16.9893	$17.8388	$18.7307	$19.6672	$20.6506	$21.6831	$1,294.42	$1,359.14	$1,427.10	$1,498.46	$1,573.38	$1,652.05	$1,734.65
4711	Supervisor, Grounds Maintenance	39	$18.3065	$19.2218	$20.1829	$21.1920	$22.2516	$23.3642	$24.5324	$1,464.52	$1,537.74	$1,614.63	$1,695.36	$1,780.13	$1,869.14	$1,962.59
1331	Supervisor, Information Systems Analyst	62	$32.3040	$33.9192	$35.6152	$37.3960	$39.2658	$41.2291	$43.2906	$2,584.32	$2,713.54	$2,849.22	$2,991.68	$3,141.26	$3,298.33	$3,463.25
4811	Supervisor, Janitorial Services	29	$14.3011	$15.0162	$15.7670	$16.5554	$17.3832	$18.2524	$19.1650	$1,144.09	$1,201.30	$1,261.36	$1,324.43	$1,390.66	$1,460.19	$1,533.20
4346	Supervisor, Landfill Operations	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
7026	Supervisor, Legal Secretary	35	$16.5848	$17.4140	$18.2847	$19.1989	$20.1588	$21.1667	$22.2250	$1,326.78	$1,393.12	$1,462.78	$1,535.91	$1,612.70	$1,693.34	$1,778.00
4945	Supervisor, Mail & Courier Services	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
4131	Supervisor, Mental Health Clinician	50	$24.0199	$25.2209	$26.4819	$27.8060	$29.1963	$30.6561	$32.1889	$1,921.59	$2,017.67	$2,118.55	$2,224.48	$2,335.70	$2,452.49	$2,575.11
4035	Supervisor, Nurse	54	$26.5135	$27.8392	$29.2312	$30.6928	$32.2274	$33.8388	$35.5307	$2,121.08	$2,227.14	$2,338.50	$2,455.42	$2,578.19	$2,707.10	$2,842.46
3401	Supervisor, Permit Center	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
4121	Supervisor, Psychologist	60	$30.7474	$32.2848	$33.8990	$35.5940	$37.3737	$39.2424	$41.2045	$2,459.79	$2,582.78	$2,711.92	$2,847.52	$2,989.90	$3,139.39	$3,296.36
5371	Supervisor, Public Guardian/Public Administrator	49	$23.4340	$24.6057	$25.8360	$27.1278	$28.4842	$29.9084	$31.4038	$1,874.72	$1,968.46	$2,066.88	$2,170.22	$2,278.74	$2,392.67	$2,512.30
4073	Supervisor, Public Health Education	48	$22.8624	$24.0055	$25.2058	$26.4661	$27.7894	$29.1789	$30.6378	$1,828.99	$1,920.44	$2,016.46	$2,117.29	$2,223.15	$2,334.31	$2,451.02
4057	Supervisor, Public Health Microbiologist	58	$29.2659	$30.7292	$32.2657	$33.8790	$35.5730	$37.3517	$39.2193	$2,341.27	$2,458.34	$2,581.26	$2,710.32	$2,845.84	$2,988.14	$3,137.54
4043	Supervisor, Public Health Nursing	57	$28.5521	$29.9797	$31.4787	$33.0526	$34.7052	$36.4405	$38.2625	$2,284.17	$2,398.38	$2,518.30	$2,644.21	$2,776.42	$2,915.24	$3,061.00
4063	Supervisor, Public Health Nutritionist	49	$23.4340	$24.6057	$25.8360	$27.1278	$28.4842	$29.9084	$31.4038	$1,874.72	$1,968.46	$2,066.88	$2,170.22	$2,278.74	$2,392.67	$2,512.30
4411	Supervisor, Road Maintenance	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
6841	Supervisor, Sheriff's Records	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
5331	Supervisor, Social Work	49	$23.4340	$24.6057	$25.8360	$27.1278	$28.4842	$29.9084	$31.4038	$1,874.72	$1,968.46	$2,066.88	$2,170.22	$2,278.74	$2,392.67	$2,512.30
1053	Supervisor, Support Services	34	$16.1803	$16.9893	$17.8388	$18.7307	$19.6672	$20.6506	$21.6831	$1,294.42	$1,359.14	$1,427.10	$1,498.46	$1,573.38	$1,652.05	$1,734.65
1264	Supervisor, Taxes and Staff Services	53	$25.8668	$27.1601	$28.5181	$29.9440	$31.4412	$33.0133	$34.6640	$2,069.34	$2,172.81	$2,281.45	$2,395.52	$2,515.30	$2,641.06	$2,773.12
2811	Supervisor, Technical Services Specialist	30	$14.6586	$15.3915	$16.1611	$16.9692	$17.8177	$18.7086	$19.6440	$1,172.69	$1,231.32	$1,292.89	$1,357.54	$1,425.42	$1,496.69	$1,571.52
4044	Supervisor, Therapist	59	$29.9975	$31.4974	$33.0723	$34.7259	$36.4622	$38.2853	$40.1996	$2,399.80	$2,519.79	$2,645.78	$2,778.07	$2,916.98	$3,062.82	$3,215.97
4431	Supervisor, Traffic Control	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
4336	Survey Party Chief	44	$20.7122	$21.7478	$22.8352	$23.9770	$25.1759	$26.4347	$27.7564	$1,656.98	$1,739.82	$1,826.82	$1,918.16	$2,014.07	$2,114.78	$2,220.51
4334	Surveyor, Assistant	49	$23.4340	$24.6057	$25.8360	$27.1278	$28.4842	$29.9084	$31.4038	$1,874.72	$1,968.46	$2,066.88	$2,170.22	$2,278.74	$2,392.67	$2,512.30
4333	Surveyor, Associate	57	$28.5521	$29.9797	$31.4787	$33.0526	$34.7052	$36.4405	$38.2625	$2,284.17	$2,398.38	$2,518.30	$2,644.21	$2,776.42	$2,915.24	$3,061.00
4331	Surveyor, Senior	60	$30.7474	$32.2848	$33.8990	$35.5940	$37.3737	$39.2424	$41.2045	$2,459.79	$2,582.78	$2,711.92	$2,847.52	$2,989.90	$3,139.39	$3,296.36
4114	System Performance Research and Evaluation Manager	61	$31.5161	$33.0919	$34.7465	$36.4838	$38.3080	$40.2234	$42.2346	$2,521.29	$2,647.35	$2,779.72	$2,918.70	$3,064.64	$3,217.87	$3,378.77
4935	Veteran's Service Officer	52	$25.2359	$26.4977	$27.8226	$29.2137	$30.6744	$32.2081	$33.8185	$2,018.87	$2,119.82	$2,225.81	$2,337.10	$2,453.95	$2,576.65	$2,705.48
5503	Superintendent, Juvenile Hall*	67	$35.4747	$37.2484	$39.1108	$41.0663	$43.1196	$45.2756	$47.5394	$ 2,837.98	$ 2,979.87	$ 3,128.86	$ 3,285.30	$ 3,449.57	$ 3,622.05	$ 3,803.15
5503	Superintendent, Juvenile Hall* (1% Increase Effective 01/01/13)	67	$35.8294	$37.6209	$39.5019	$41.4770	$43.5508	$45.7284	$48.0148	$ 2,866.36	$ 3,009.67	$ 3,160.15	$ 3,318.15	$ 3,484.07	$ 3,658.27	$ 3,841.18

*Superintendent, Juvenile Hall classification is represented by BCMEA and linked to the Assistant CPO.

APPENDIX B

MANAGEMENT, CONFIDENTIAL AND SUPERVISORY PROCEDURE FOR RELEASE OF EMPLOYEES AND EMPLOYEE REPRESENTATIVES FOR REPRESENTATION OF EMPLOYEES

APPENDIX B
MANAGEMENT, CONFIDENTIAL AND SUPERVISORY
PROCEDURE FOR RELEASE OF EMPLOYEES AND
EMPLOYEE REPRESENTATIVES FOR REPRESENTATION OF EMPLOYEES

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

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

EMPLOYEE REPRESENTATION RELEASE RECORD

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

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

UNION ACTIVITY RELEASE TIME

NAME OF STEWARD/EMPLOYEE:_____
(Please Print)

DATE OF REQUEST: _____

TYPE OF RELEASE TIME:

[ ] Union Related Training

[ ] Union Related Conferences, Conventions, and Seminars

[ ] Negotiations / Negotiations Planning

[ ] Representation

[ ] Other (Describe:_____)

TIME REQUESTED:

Date(s): _____

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

APPROVAL

Request: Approved_____ Denied_____

Supervisor Signature: _____

Supervisor Name: _____
(Please Print)

APPENDIX C
Catastrophic Leave Pool Agreement

APPENDIX C
CATASTROPHIC LEAVE POOL AGREEMENT

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

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

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

The following conditions shall apply to Catastrophic Leave:

1. Catastrophic leave will be available only to employees who have exhausted their own paid leave through a bona fide serious illness or accident.

2. If the absence due to pregnancy is ordered in writing by the treating health care provider, such absence may qualify for catastrophic leave.

3. The leave pool shall be administered by the Human Resources Department.

4. Donations may be made between bargaining units if mutually agreed upon by the respective units and the County.

5. Employees must be in regular appointed positions to be eligible for catastrophic leave.

6. The employee may be on State disability benefits and use the leave pool credits in the same manner that sick leave is used to supplement SDI benefits.

7. All donations are to be confidential, between the donating employee and Human Resources Department.

8. Employees donating to the pool must have forty (40) hours of vacation available after making a donation.

9. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation.

10. Donations will be subject to applicable laws.

11. The availability of Catastrophic Leave shall not delay or prevent the County from taking action to medically separate or disability retire an employee.

12. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidence by a physician's statement that the presence of the employee is necessary.

13. Catastrophic leave ends upon an employee's return to the regular work schedule. If additional leave and donations are needed after the employee is returned to the regular schedule, a new application must be submitted.

14. If an employee is returned to work on a part-time schedule and donations still exist for that individual, the appointing authority must submit notification to the payroll division of the employee's department that intermittent use is authorized.

APPENDIX D

Grievance Form

COUNTY OF BUTTE – HUMAN RESOURCES DEPARTMENT

GRIEVANCE FORM Grievance No. _____

(This form to be used by all bargaining units)

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

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

Prior to filing the formal grievance pursuant to Step 1 below, the employee is required to informally discuss the matter with their supervisor to determine if the issue may be resolved.

Informal Conference Held Date: _____ Immediate Supervisor title: _____

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

STEP 1 – SECOND LEVEL SUPERVISOR

To: _____

Supervisor Title Department

From: _____

Employee Title Department

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

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

_____

_____

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

Grievance Statement:

Specific Remedy requested:

Employee Name **Title** **Date**

Employee Representative **Bargaining Unit Representative**

DATE RECEIVED BY SECOND LEVEL SUPERVISOR: _____ Date of Step 1 conference: _____

Step 1 Response:

Supervisor's Signature **Date of Step 1 Response**

STEP 2 - APPOINTING AUTHORITY

If the grievance is not settled at the Informal Conference or under Step 1, it may be submitted to the Appointing Authority or his/her designated representative within seven (7) days after receipt of the written response at Step 1 or the verbal decision at Step 1, whichever is applicable. A Step 2 conference will be scheduled within seven (7) days after receipt of a timely written grievance.

Date Grievance Received Date Step 2 Conference Held

Appointing Authority Response:

Appointing Authority's Signature *Date of Step 2 Response*

STEP 3 MEDIATION (OPTIONAL)

The request for mediation must be made in writing to the Director - Human Resources within seven (7) days after receipt of the Appointing Authority's Response.

DATE REQUEST FOR MEDIATION FILED: _____

Employee Signature **B**argaining Unit Representative's Signature

STEP 4 ARBITRATION

The request for arbitration must be made in writing to the Director - Human Resources after receipt of the Appointing Authority's response within the time limits stated in you Memorandum of Understanding.

DATE REQUEST FOR ARBITRATION FILED: _____

Employee Signature **B**argaining Unit Representative's Signature