MEMORANDUM OF UNDERSTANDING

2008-2010

BETWEEN THE COUNTY OF BUTTE
AND
COMMUNICATION WORKERS OF AMERICA
SOCIAL SERVICES WORKERS' UNIT

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ATTACHMENT A- SALARY SCHEDULE

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF BUTTE
AND
COMMUNICATION WORKERS OF AMERICA, AFL-CIO
SOCIAL SERVICES WORKERS UNIT

Pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et seq. of the California Government Code and Chapter II of the Butte County Personnel Rules and Regulations, representatives of the County of Butte, hereinafter called "County" and the Communications Workers of America, AFL-CIO, hereinafter called "Union" have "met and conferred" concerning the subject of wages, hours and working conditions for workers in the Social Services Workers Unit of representation. This memorandum represents the good faith effort of both the County and the Union representatives to reach agreement on matters of wages, hours and conditions of employment. It is understood that this agreement is not binding on the County until such time it is ratified by the Butte County Board of Supervisors and membership of the Union. It is agreed as follows:

1.00 RECOGNITION

The County hereby recognizes the Communications Workers of America, AFL-CIO, as the exclusive representative for employees in classifications designated for inclusion in the Social Services Workers 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 1 of the Butte County Personnel Rules. The County agrees that it will not meet and confer or otherwise deal with any other organization on employee relations matters which are within the scope of representation and which affect employees in the Social Services Workers Unit. Such designated classifications 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 right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this agreement.

3.00 UNION SECURITY

3.01 General Provisions

The Union shall be provided payroll deduction for membership dues and a second deduction for other authorized and legitimate Union activities. The Union shall provide the Human Resources Department with a written authorization form or a form provided by the County, signed by the unit member authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County shall, through the Human Resources Department, forward in a timely manner payroll deductions withheld from employees within the unit. The Union shall immediately notify the Human Resources Department of any cancellation or change in the deduction authorization.

3.02 Agency Shop

Pursuant to legislation enacted by SB 739 and amendment to the Meyers-Milias-Brown Act, the County and the Union agree to abide by the following provisions as they relate to an agency shop.

1. Agency Shop as defined under Meyers-Milias-Brown means "an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, general assessments of the organization." The County and the Union agree that an agency shop arrangement between the County and Union has been placed in effect because:

   (a) A signed petition of 30% of the employees in the applicable bargaining unit requesting an agency shop agreement was submitted and an election to implement an agency fee arrangement was held and passed.

2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or finally support public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, chosen by the employee from a list. Proof of the payments shall be made on a bi-weekly deduction report to the Union as a condition of continued exemption from the requirement of financial support to the Union.

* American Red Cross
* Butte College Foundation Fund
* Pediatric Aids Foundation

(a) To qualify for the religious exemption, the employee must provide to the Union, with a copy to the County, a written request for the exemption, along with verifiable evidence of membership in a religious body as described above. The County will implement the religious exemption within thirty (30) days of the written request unless notified by the Union that the requested exemption is not valid.

3. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the County shall deduct the agency fee from the employees pay check. The County agrees to promptly remit to the union all monies deducted accompanied by a "Bi-weekly Agency Fee Deduction report" to include the names, home addresses (unless the employee objects in writing), social security numbers and amounts of deductions in the same manner and timeframes as the current provision of the dues deduction reports.

4. An Agency shop provision my be rescinded only as provided by State Law.

5. An agency shop arrangement shall not apply to management, confidential, or supervisory employees.

6. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the County and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an opening statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.

3.03 <u>County Responsibilities</u>

The County shall provide the Union the name, social security number, and department for each new employee hired into the bargaining unit as soon as practicable, but no later than thirty (30) days after the date of hire.

a. With respect to all sums deducted by the County pursuant to this MOU, whether for membership dues or fair share service fees, the County agrees to promptly remit such monies to the Union each month together with an alphabetical list of unit members, categorized as to member or non-

member of the Union, for whom such deductions have been taken, including social security number, gross monthly pay, department, and the amount of dues/fees deducted. The County shall also indicate any changes in personnel from the list previously furnished.

b. If through error, the full amount due to be deducted is not deducted and remitted to the Union, the County will, upon written request from the Union and notice to the affected employee, provide subsequent deductions until the shortage is corrected. For its part, the Union shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the County and remitted to the Union.

3.04 Union Responsibilities

The Union will provide to the County the formula for calculating membership dues for members and fair share service fees for non-members. Such formula must be comparable with the County payroll system. Any changes in the amount of dues/fees will be certified to the County by the Union, and shall become effective no later than thirty (30) days following the date that the County receives such certification from the Union. Additionally, the Union agrees to furnish any information needed by the County to fulfill the provisions of this Section. The Union shall comply with all applicable statutory and case law in administering this section.

3.05 Indemnification and Hold Harmless

It is specifically agreed that the County assumes no obligation with respect to the union dues and fair share service fees other than those specified in this Section. The Union agrees that it will hold the County harmless from any claims, actions, or proceedings by any bargaining unit member, arising from deductions made by the County pursuant to this Section.

4.00 UNION RIGHTS

4.01 Access to Employees

The Union representatives who are also employees shall have access to County employees in County facilities for the purpose of Union business. With prior notice to the facility manager, the paid staff of the Union and/or official job stewards shall be allowed reasonable access to employees during the work period and at the work location to investigate and/or represent employees within the Unit in formal grievances or appeal matters.

4.02 Bulletin Boards

The Union shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin board. With the prior approval of the Chief Administrative Officer, the Union may install and maintain separate bulletin boards in the employee rest areas of the Welfare Main Building, APS Building, and. If additional facilities are added to the Welfare Department, approval for additional bulletin boards shall be granted upon the approval of the Chief Administrative Officer.

4.03 Use of County Facilities and Resources

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

The Union agrees to pay the County upon demand from the Auditor, costs of such benefits or supplies received from the County, including 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 Union use.

4.04 Internal Communications

The County shall provide the Union with a copy of the Human Resources biweekly status sheet. In the event of a layoff in classes represented by the Union, the Union shall be provided with a copy of the resulting retirement list(s).

4.05 New Classifications

Whenever possible, the County shall give thirty (30) days notice to the Union of any new classification proposed to be included in this Memorandum. Upon request, the County shall meet and confer with the Union for the purpose of negotiating wages for such classification. When meeting and conferring pursuant to this section, the Union representatives shall be limited to paid staff of the Union and one unit representative designated by the Union for each classification proposed to be added. In the event of impasse when negotiating wages; normal impasse procedures shall apply.

4.06 New Employee Orientation

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

2) At County orientation sessions, employees shall be advised that Union representatives would like to talk with them and will be available for discussion on the days of such sessions. CWA would be given fifteen (15) minutes at the end of the County orientation. Employees would be notified they are not required to attend. The Union shall be provided reasonable prior notice, normally one week or more, of the date, time and locations of the orientation sessions.

5.00 UNION REPRESENTATIVES

5.01 Negotiators

The Union shall be allowed to designate up to five (5) employees within the unit to serve as representatives to negotiate with the County. The Union shall provide the Director of Human Resources with the name, classification, and department assigned of each of the negotiators. Should any changes or alternates be appointed after the original list is established, the Union shall advise the Director of Human Resources immediately. Employees designated as unit negotiators shall, as authorized by the Director of Human Resources, be granted a reasonable release time from scheduled duties without loss of pay to meet with the County representatives during negotiations of matters of wages, hours and conditions of employment. The County shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Union exercising this right.

5.02 Shop Stewards

The Union shall have the right to establish shop stewards for the Social Services Workers unit according to the following conditions:

a. The Union agrees to notify the County Director of Human Resources of the names, classifications and departments of their stewards, which shall not exceed twenty-five (25) in number. The Union shall immediately inform the Director of Human Resources of any changes to the original list and provide update by name and classification.

b. A reasonable amount of time will be granted the worker and the steward to prepare and present grievances or appeals. The parties agree that in preparing and presenting grievances or appeals, both the steward and the

worker will use only the amount of time actually necessary for such preparation and presentation.

c. If a worker wishes to discuss a grievance or appeal on County time with a designated steward, the worker shall be allowed an opportunity within a reasonable amount of time to meet with the designated steward, if the steward is present and available and their presence has been requested by the worker.

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

e. With prior approval by the Director of Human Resources, the Union may use the Personnel Training Room for Shop Steward Training. The Union shall submit the names of the employees to be trained. Shop Stewards attending such training shall have an aggregate pool of sixty (60) hours per year of County paid time to attend such training. Training time shall not exceed four (4) hours per session and the County shall not be responsible for any overtime hours or travel expenses related to such training.

f. Work loads shall be reasonably distributed amongst stewards to avoid having any one individual(s) having a workload so as to interfere with their regular job duties. Individuals assigned as bargaining team members or as delegates to Union conventions, etc., shall not be assigned day to day steward responsibilities. This prohibition shall apply only for the time they are performing such duties.

6.00 RELEASE TIME FOR UNION BUSINESS

a. The Union may request release time for employees to perform Union Activities, not to exceed 200 hours in any contract year.

b. The County agrees that the Union may request that individual employees of the County be released from work duties for up to 16 hours per month without loss of pay or benefits for the purpose of performing Union Activities. The Union agrees to reimburse the County for the hourly wages of the employee(s) during such leave.

c. When the Union desires to have an employee released for Union Activities, the President of the Local shall submit a request in writing identifying the employee requested to be released, the date of the requested release, and the number of days the employee is to be released.

d. The Union agrees to provide the County with as much advance notice as possible, but in any case, not less than two calendar weeks. Except in cases of emergency, the County agrees to release the employee from all duties for the day(s) requested, and shall not cancel the Union Activity Leave.

e. The Union agrees it will not request, nor shall the County be required to grant, Union Activity Leave which exceeds 200 cumulative hours for the Bargaining Unit as a whole.

7.00 NON-DISCRIMINATION

7.01 Affirmative Action

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

7.02 Individual Rights

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

7.03 Regulation Updates

The Director-Employment and Social Services shall establish a system to provide the supervisor of each departmental operation unit regular updates to procedure manuals and regulations. The applicable updates shall be explained to the operational unit workers during normal unit meetings and shall be available for worker review.

8.00 PERSONNEL FILES

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

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

No prior event which might have led to a demotion, suspension, or termination of the employee which has not otherwise been included in the employee's official personnel file shall be used against the employee in a current disciplinary action.

Supervisor's notes, not otherwise included in an official personnel file or other formal County documents, shall be kept no longer than fifteen (15) months.

8.01 Performance Evaluation

An employee who receives a "Not Satisfactory" overall rating on a performance report or who is denied a merit increase, may appeal to the appointing authority within thirty (30) days of such notice. The Appointing Authority's decision shall be final, and in writing.

8.02 Performance/Work Standards

The employer shall, in developing performance work standards, adhere to the following: Employee performance/work standards shall be based upon valid work related criteria, which insofar as practicable, shall include qualitative, as well as quantitative measures. Such standards shall, insofar as practicable, reflect the amount of work which the average trained person can reasonably turn out in a day.

9.00 HOURS OF WORK AND RESTRICTIONS

9.01 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 which necessitate a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned unless the employee has been notified at least ten (10) days in advance of the change in work schedule.

9.02 Alternate Schedules

Upon the recommendation of a department head, alternate, flex-time, job sharing and voluntary reduced work hours programs may be established, after consultation with the Director of Human Resources and the Union. Any job

sharing program will require that the benefits be pro-rated or as otherwise mutually agreed upon in writing by both parties.

The Director of Human Resources shall issue to all departments the listing of the types of special schedules available with examples of instances in which special schedules may apply. Employees requesting a special schedule shall be informed of the department's decision within fourteen (14) days, or in cases where Board approval is required, following Board action. The Board of Supervisors may, in its discretion, provide for pre-approval of special schedules by department.

Should the County elect to eliminate an existing alternate schedule, it will notify the Union and provide an opportunity for the Union to meet and confer upon the impact of the elimination.

Changes of an individuals work schedule (physical location or hours) to an existing (or former) schedule may be made upon ten (10) days prior notice.

9.03 Meal Periods

In general, employees shall be entitled to an unpaid lunch period of not less than thirty (30) minutes nor more than one (1) hour. Departments/Divisions shall have the option of determining the appropriate lunch period. Employees required to work during or through the lunch period shall be compensated for the actual time worked. Employees may be required to work a continuous eight (8) hour shift. Employees, so scheduled, shall be allowed to eat their meal during the shift.

If an employee is assigned four (4) or more hours overtime work continuous to the employee's regular work shift, the employee shall be permitted at the end of each four (4) hour overtime period a one-half (1/2) hour meal break, the time to be considered work time. This section shall not apply to employees on call, or employees attending or traveling to meetings, or training sessions.

9.04 Rest Periods

a. Employees shall be allowed a rest break of fifteen (15) minutes during the mid-portion of the first half, and second half of each shift.

b. Rest periods shall be scheduled in accordance with the requirements of the department. In no case shall rest periods be added to the beginning or the ending of a work shift or lunch period. The appointing authority may designate the time at which rest periods may be taken. Rest periods shall be considered hours worked, and employees may be required to perform duties if necessary. The appointing authority shall make a reasonable effort to insure that employees are permitted rest breaks.

9.05 Designated Rest Area

The County shall establish and maintain a rest area (break room) at One County Center Drive, and the Oroville (Mira Loma) and Chico (Carmichael Dr.) Community Employment Center. The rooms shall be clearly marked "Employee Lounge".

10.00 OVERTIME

10.01 Eligible Positions

All positions in classifications designated in the Social Services Workers Unit.

10.02 Overtime Defined

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

10.03 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.

10.04 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 appointing authority, be paid with regular wages in the pay period in which it is earned or as Compensatory Time Off (CTO) to a maximum of 240 hours.

10.05 Accumulated Compensatory Time Off

An employee who has requested use of accumulated CTO shall be permitted by the appointing authority to use such time within a reasonable period unless the request unduly disrupts departmental operations. Once the employee has reached the cap of 240 hours of CTO, the appointing authority may require the employee to take off any excess hours during the work week in which it is earned. An employee who has accumulated CTO shall, upon termination from County employment, be paid for the CTO with the termination pay settlement. CTO accruals shall appear on the employee's biweekly earnings statement.

10.06 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.

10.07 Overtime Rate

For purposes of computing overtime pay, Fair Labor Standards Act definition of "regular rate of pay" shall be used in all cases. The formula for the compensation is total non-overtime compensation divided by total amount of non-overtime hours worked.

10.08 Extended Overtime

Any employee actively working sixteen (16) or more consecutive hours shall be given an eight (8) hour rest period before returning to work. Paid release time will be provided for any portion of the eight (8) hours which occurs during the employees regular work schedule.

11.00 VACATION LEAVE

11.01 Accrual

Each employee covered by this Memorandum of Understanding shall accrue vacation leave as follows:

a) 4.615 hours of vacation [one hundred twenty (120) hours per year] for each biweekly pay period in paid status until completion of five (5) years of continuous service.

b) 6.154 hours of vacation [one hundred sixty (160) hours per year], for each biweekly pay period in paid status after completion of five (5) years of continuous service and until completion of ten (10) years of continuous service.

c) 7.692 hours of vacation [two hundred (200) hours per year] for each biweekly pay period in paid status after completion of ten (10) years of continuous service and until completion of twenty (20) years of continuous service.

d) 8.308 hours of vacation [two hundred sixteen (216) hours per year] for each biweekly pay period in paid status after completion of twenty (20) years of continuous service.

The maximum vacation accrued on December 31 of any year shall be two (2) times the earning rate.

11.02 Vacation Eligibility

An employee who has less than six (6) months of uninterrupted service shall not be entitled to a vacation.

11.03 Vacation Carryover

When a Unit 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 Director of Human Resources 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 accruing vacation until their accrual is within their maximum limit. Should a department head, 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 of vacation days following the end of the extension period.

11.04 Vacation Payout

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

11.05 Vacation Scheduling

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

11.06 Vacation Buy-Back

Employees taking at least forty (40) hours of vacation time shall, concurrently, have the option of requesting pay in lieu of time off for an additional forty (40) hours of accrued vacation time once per fiscal year. Approval of the request shall be in the sole discretion of the County. Vacation buy-back shall be subject to the availability of funds.

In addition to vacation buy-back, employees shall have the option of requesting an additional 104 hrs of vacation time each year, during each contract in

increments of 8 hrs. Such requests are subject to the approval of the department head and the availability of funds.

12.00 SICK LEAVE

12.01 Sick Leave Accrual

Employees shall earn sick leave with pay at a rate of 3.692 hours per biweekly pay period (ninety six [96] hours per year). Sick leave may be accumulated without limit during a period of continuous employment.

12.02 Uses of Sick Leave

Sick leave shall be granted only for the following:

a. The employee's illness or disability;
b. The employee's routine medical or dental appointments; or including
c. Care and supervision of an immediate family member, domestic partner.

Whenever an employee believes it necessary to be absent from duty for the care and supervision of an immediate family member, the employee may request permission of the appointing authority to be absent for not more than eighty (80) cumulative hours per calendar year, with pay; unless otherwise provided for by the County's Family Care and Medical Leave policy.

12.03 Reporting Requirement

Except in cases of emergency, in order to receive sick leave compensation while absent, the employee shall notify the appointing authority prior to or within four (4) hours after the time set for the beginning of the employee's work shift.

An employee who, without approved leave, fails to report to duty for five (5) consecutive days of the regular schedule shall be deemed to have voluntarily terminated from the position.

12.04 Medical Reports

In the event of a medical absence of greater than three (3) consecutive work days, the appointing authority may require the employee to submit a health care provider's certificate stating: (1) the absence was medically necessary; (2) the return date to limited duty (with specific limitations noted), if any such light duty; and, or (3) the return date to full duty.

The appointing authority may require an employee to submit such a certificate for absences of less than three days, including absences of less than one day; provided, the employee has been previously counseled regarding the use of such

time and where such counseling is documented. After six months, the employee may request a review of the requirement of the submission of a certificate. Absent good cause, the requirement shall be lifted.

12.05 Payment of Sick Leave

Sick leave time shall be charged to the employee's accrual and paid at the employee's current rate of pay. Employees who exhaust sick leave with pay may request to use any accrued vacation or compensatory time off.

12.06 Sick Leave Buy-Back Option

Upon retirement or termination in good standing, an employee who has on accrual more than thirty (30) work days of sick leave may be compensated for that portion over thirty (30) work days at one-half (1/2) the normal rate of pay for the employee up to a maximum of three thousand dollars ($3,000).

12.07 Donation of Paid Time

The Donation of Paid Time Program agreed to by the Union and the County shall continue for the term of this agreement.

13.00 LEAVES OF ABSENCE

13.01 Bereavement Leave

Whenever an employee believes it is necessary to be absent from duty because of the death of a family 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. Any time used in this manner shall not be charged to sick leave or vacation, but shall be documented and recorded as bereavement leave. For purposes of this Section, "immediate family" means spouse; natural, step or legal child; parent, brother or sister, grandchild; grandparent; mother-in-law and father-in-law, brother-in-law, sister-in-law and domestic partner.

13.02 Industrial Disability Leave With Pay

Each 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. Employee 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 leave.

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.

13.03 Industrial Disability Leave Without Pay

Each employee who is injured or contacts 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.

13.04 Military Leave

Military leave shall be granted in accordance with the provisions of state law. 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.

13.05 Family Leave

Family leave shall be defined as in the Family Care and Medical Leave Policy (Personnel Rules)

13.06 Jury and Witness Leaves

Employees shall notify their appointing authority immediately upon receiving notice of jury duty or call as witness. Employees who served on a jury or are served with a subpoena which compels their presence as a witness for the County, shall be granted a leave of absence with pay. Employees called for such court appearance may retain the court paid mileage fees for such appearances.

13.07 Voluntary Furlough Program

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.

For fiscal year 2008-2009 there will be an open enrollment period upon ratification of this agreement of fifteen (15) days for employees to volunteer furlough time off for the remainder of the 2008-2009 fiscal year, pursuant to the terms of this voluntary furlough program.

Further, the open enrollment period for the 2009-2010 fiscal year only will be February 1 through February 28, 2009.

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.

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

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.

13.08 Paid Administrative Leave

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

14.00 HOLIDAYS

14.01 Holidays Defined

The following shall be celebrated as paid holidays:

1)	New Year's Day	January 1
2)	Martin Luther Kings' Birthday	Third Monday in January
3)	Washington's Birthday	Third Monday in February
4)	Cesar Chavez Day	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

12) Every day appointed by the President and/or Governor, and the Butte County 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.

14.02 Eligibility for Holiday Pay

Each employee in a compensated employment status on the assigned workday immediately preceding and the assigned work day immediately following a designated holiday shall be entitled to compensation for the designated holiday.

14.03 Holiday Compensation

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 (180) days following the designated holiday.

15.00 COMPENSATION

15.01 Salary

Salaries shall remain unchanged for the term of this agreement.

15.02 Rate of Pay

The hourly rate of pay, as established in the Attachment A (Salary Ordinance Section) shall be applied to all employees, regardless of the assigned work schedule.

15.03 Shift Differential Pay

An 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 per hour for each hour of the shift worked. 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.

15.04 Temporary Assignment in Higher Paid Classifications

Whenever an employee is assigned in writing by their supervisor or acting supervisor to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year, in a fiscal year, the employee shall be entitled to be compensated with an additional five percent (5%) over his/her current rate of pay, beginning with the eleventh 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 in a single fiscal year. For example, an employee receiving the compensation for an assignment which commences on June 15 of one fiscal year and ended on July 5 of the succeeding fiscal year, would receive compensation for the entire assignment. Similarly, an employee whose eleventh day or eighty-first (81st) hour of out-of-classification assignment occurred during the prior fiscal year would commence receiving compensation as of the eleventh (11th) day or eighty-first (81st) hour. Such assignments must not extend beyond a ninety (90) day period with the exception that an additional ninety (90) day assignment may be made with the written authorization of the Director of Human Resources.

15.05 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 job duties, a bilingual differential shall be paid at a rate of five dollars ($5.00) per day or one hundred eight dollars $108.00 per month of compensated service.

15.06 Callback

An employee who is required to physically return to work on an overtime basis shall receive either a minimum of two (2) hours straight time pay or time off, or time and one-half pay, or CTO for the time actually worked, whichever is greater, and be entitled to receive mileage reimbursement pursuant to Section 19.01. An employee handling a phone call not requiring that he/she physically return to work shall be entitled to the minimum overtime payment. The employee receiving a call during normal sleeping hours shall be entitled to a one (1) hour straight pay minimum or time and one-half (1 1/2) pay or CTO for the time actually spent on a call, whichever is greater.

15.07 Standby Pay

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

b. Employees placed on standby status shall keep the appointing authority or designee advised of their location during the standby shift and shall commence responding (be enroute) to duty within thirty (30) minutes from the time of notification. When an appointing authority determines it is in the interest of the County to provide electronic paging devices for standby workers, the appointing authority shall provide and maintain such devices and instruct workers in proper use. Employees on standby status shall not be eligible for shift differential pay as specified under Section 15.03. Employees returning to duty from standby shall be eligible for overtime as specified in Section 10.00

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

d. Standby pay is pro-rated to the number of hours an employee is assigned to standby status, and is available only within the defined standby zone following the regular schedule (i.e. if an employee is regularly scheduled to work an eight (8) hour day, the standby pay commences after eight (8) hours have been worked in a day.

15.08 Disability Insurance

a. Each regular employee in the unit shall participate in the Disability Insurance Plan ("the Plan"). Premiums will be paid totally by the employees through payroll deduction. Mandatory participation means that the employee is required to make payroll contributions to the Plan but application to receive disability benefits under the Plan is purely discretionary on the part of the employee. Disability benefits are integrated with the County's sick leave plan, up to fifteen (15) vacation and/or CTO days 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 benefits payment for the biweekly period. The resulting balance shall represent the amount of gross sick leave/vacation and/or CTO pay from which mandatory and voluntary deductions shall be made.

b. It shall be the employee's responsibility to apply for disability benefits and to file with the Director of Human Resources immediately upon receipt from the disability insurance carrier the approval notice for Disability Insurance. Upon receipt of said notice, the Director of Human Resources shall adjust the employee's sick leave/vacation and/or CTO usage to the maximum eligible, according to the integration formula.

c. An employee receiving disability insurance 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 notice, shall be deemed in violation of the terms of this agreement and the Human Resources Department shall immediately forward to the disability insurance carrier a report indicating that the employee has received full sick leave/vacation and/or CTO to the maximum allowed, for the time in question.

d. The County shall develop a revised check list for employees filing disability claims. The check list will include clear step by step instructions for employees to follow and explain how the disability insurance program works.

15.09 Tuition Reimbursement

Upon 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.

16.00 UNEMPLOYMENT

County employees shall be covered by unemployment insurance pursuant to State law. The purpose of this coverage is to provide benefits to former employees who are no longer employed through no fault of their own. Employees who terminate from County employment shall complete termination forms and procedures as required by the Department of Human Resources.

17.00 HEALTH AND INSURANCE PLANS

17.01 Employee Health Plan Eligibility

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

17.02 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

17.03. Once the selection is made, it will remain in force until the current calendar year end and when a selection is made during the following year's open enrollment period. The fee for a third party administrator will be paid by the County. The medical premium option will be the default option and remain in effect until and/or unless changed by the employee.

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

17.03 Participation Levels

Employee A - CORE PLAN

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

	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.

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 17.04). 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 Flexible Benefit Options, including the cash back option, but do not have sufficient flex credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

17.04 Administration

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

b) Part-time regular help employees will receive proportional benefits as provided in the Memorandum of Understanding. All employees assigned to a one-half (1/2) time or more position, and the employee's dependents, and who are in a compensated status or uncompensated status on a qualified leave of absence, 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 17.01 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.

17.05 Employee Assistance Program

The County shall maintain in effect for Unit employees the Employees Assistance Program.

17.06 Retired Employee Options

The Public Employees' Retirement System (PERS) contract allows unused accumulated sick leave to be converted to service time per Government Code Section 20862.8. This option is available to all employees and limited, for those employees who do not use all of their accrued sick leave conversion options for

sick leave buy-back or health plan coverage, to that portion of the sick leave not actually used for the selected option.

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

Employees with ten (10) years or more of cumulative service with Butte County who, upon termination, immediately retire under the provisions of the County's contract with the Public Employees' Retirement System shall be eligible for the health benefit only coverage for themselves (employees only) to age 65. Under the following conditions, PERS members subject to this Memorandum of Understanding shall be entitled to twelve (12) months of reimbursable health premiums immediately following retirement. In addition, Social Service Workers Unit members are permitted, as an option to the sick leave buy-back plan specified in Section 12.06 of this Memorandum, one of the following choices: 1) to receive one (1) month of reimbursable health only premium for each day of sick leave on accrual at the date of retirement; or 2) to receive one (1) month of reimbursable health only premium for each two and one-half (2 1/2) days in excess of thirty (30) days accrued sick leave to cover both the employee and spouse to age 65; or 3) one (1) month of reimbursable health plan benefits (employee only) will be granted for each day of accrued sick leave until the sick leave credit is exhausted or the employee reaches age 65; and one (1) month of reimbursable health plan benefits for each one and one-half days in excess of thirty (30) days accrued sick leave to cover employee's spouse until the sick leave credit is exhausted or spouse reaches age 65. Enrollment of employee's spouse will be postponed until (date), but only if the spouse is eligible for enrollment to the health plan, effective that date, pursuant to the Health Insurance Portability and Accountability Act (HIPAA). This election is irrevocable and will revert to employee only coverage if employee's spouse is not eligible for enrollment on the effective date cited above pursuant to HIPAA. The sick leave originally allocated for the coverage of the employee's spouse shall be forfeit if the employee's spouse is not enrolled in the health plan on the effective date cited above. Rights to continuation of health coverage above are 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 Section 17.05.

17.07 Health Plan Review Committee

The County-wide Benefit Plan Review Committee shall consistent of one (1) employee representative and one (1) alternate to be appointed by each bargaining unit, and one (1) representative to be appointed by the non-represented management employees. The Director of Human Resources shall also serve as a committee member. Upon the committee's request, the County's benefits consultant, representatives from other health plans and the employee organizations will also attend meetings. No other individuals shall attend the Committee's meetings.

The committee shall obtain necessary data and information of benefit issues. The Committee shall be advisory to the Board of Supervisors and the recognized labor organizations. The County and Union shall continue to explore possible expansion of flexible benefit programs through the Benefit Plan Review Committee. County insurance contributions, etc., shall be determined through the meet and confer process between the County and the individual bargaining units

18.00 RETIREMENT PLAN

18.01 Membership

Employees holding County employment shall be members of the Public Employee's Retirement System (PERS) as provided by law and the terms of the contract in effect between the County and the PERS. The County will maintain in effect the 2% @ 55 Retirement Program.

18.02 Retirement Contribution

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

18.03 Retirement Credit for Sick Leave

Any employee may, upon retirement from the County under PERS, use any sick leave accumulation not used as part of the calculated options for sick leave conversion to health insurance coverage to service credit in accordance with the PERS formula. Additionally, this application must be made at the time of retirement. Section 12.06 Sick Leave Buy-back Option is not integrated with the Retirement Credit for Sick Leave (Stands Alone).

19.00 REIMBURSEMENT OF EXPENSES

19.01 Expenses for Mileage

a. An employee who, during any month, is authorized to and provides a privately-owned vehicle for County use in excess of 70% of their regularly scheduled working hours during the month shall receive a flat taxable payment of $25.00 per month (prorated for less than full time employee, i.e. $12.50 for a 50% employee), Employees shall receive, in addition, the IRS rate per mile for all miles traveled on County business during the month.

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

c. Pursuant to Personnel Rule Section 12.10(b), a Certificate of Insurance is required to be on file for the Vehicle Allowance and for mileage reimbursement.

The County shall provide an appropriate vehicle for the use of employees at the Department of Employment and Social Services who believe that travel to an applicant's or recipient's home may result in damage to their personal vehicle due to poor road conditions.

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.

19.02 Professional Enhancement

The County shall obtain membership in the National Social Service Association to permit Social Services Workers to join as individual members at their own expense.

20.00 EMPLOYMENT AND SOCIAL SERVICES STAFFING

The County shall fill any funded case-carrying Eligibility Specialist vacant position within twenty-five (25) calendar days. The County reserves the right to defend any such position following an administrative review but shall not temporarily defend any position for the purpose of negating this Section. The Union may file a written grievance,

beginning at the third (3rd) step of the grievance procedure (Director of Employment and Social Services), should an issue concerning filling case-carrying Eligibility Specialist positions as specified by this Section, arise. The Union shall, in advance of filing a grievance under this Section, notify the Director of Human Resources of the name of the person authorized to file grievances on behalf of the Union.

21.00 DISCIPLINARY ACTION

21.01 Right to Representation

The County shall advise the employee of his/her right to be represented by the Union or other representative of his/her choosing, provided the representative is not an officer or agent of a competing employee organization, at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected (by the employee) to be imposed. Disciplinary investigations are included in this section. 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.

There is no right to representation during meetings where the employee is not suspected of wrongdoing. For example, such meetings include, but are not limited to, work related instruction, questions, performance evaluations, etc. Should such meeting uncover information and/or statements which create the possibility of discipline; the employee shall be immediately informed of the right to and/or granted representation.

21.02 Notice to Union

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

21.03 Disciplinary Appeals

The Union may appeal the taking of disciplinary action against an employee pursuant to the steps of the grievance procedure, commencing at the step above the level at which the disciplinary action was taken or imposed. "Disciplinary Action" for the purpose of this Section shall be defined as dismissal (except for probationary release or rejection, including promotional probationary rejection), demotion (except for demotion due to layoffs or reduction-in-force), reduction in

salary, or suspension without pay. Not included in the definition of "discipline" under this Section shall be oral and written reprimand and evaluations. Employees shall have the right to submit, within thirty (30) days after receipt, a reasonable amount of response and rebuttal material to any written reprimand and/or adverse evaluation, but oral and written reprimands and adverse evaluations shall not be subject to the grievance procedure. Where the Union elects arbitration of discipline, the grievance procedure shall be the sole and exclusive means of appeal and any conflicting provisions of the Personnel Rules shall not apply. Disciplinary action may be taken by the appointing authority or his/her representative for just and reasonable cause as set forth in Section 2.54 of the Personnel Rules.

21.04 Definition of Discipline

Personnel Rules 2.27 shall be amended to read "Disciplinary action means dismissal (except for probationary releases or rejection, including promotional probationary release), demotion (except for demotion due to layoff or reduction-in-force), reduction in salary, 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."

21.05 Pre-Disciplinary Notice

Nothing in this Section or in Section 21.03 shall be deemed to preclude the taking and imposing of disciplinary action before the grievance procedure has been resorted to or exhausted by the Union or employee.

22.00 GRIEVANCE PROCEDURE

22.01 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 Union shall have the right to present a grievance pursuant to this procedure. The employee (or employees) may be represented by the Union or an individual of his/her choice in this procedure, so long as that individual is not an officer, staff, or other representative of an employee organization/union other than the exclusive representative. Employees who present a grievance shall not suffer reprisal or other punitive action by the County or the Union because of the exercise of the right to present or appeal a grievance. An employee (or employees) who have a grievance shall be given reasonable time off without loss of pay or benefits to present the grievance to County management pursuant to this procedure.

22.02 Definition and Scope of a Grievance

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

b. Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; Board of Supervisors' resolutions, ordinance or minute order; disciplinary actions, except as provided for in Section 21.03; performance evaluations; denial of merit increases; discriminatory acts; or other matters which have other means of appeal.

22.03 Grievance Procedure Steps

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

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

Step (1)
Second-Level Management Representative

(This step is optional and may be omitted from the procedure in a department or a division thereof by the appointing authority. The County shall provide the Union with a written list of those departments which will utilize this step.) If the issue is not settled by the informal discussion, it may be formally submitted to the second

level management representative designated by the appointing authority. The grievance shall be submitted within fifteen (15) days of the occurrence or the employee's knowledge of the occurrence which gives rise to the grievance, and shall be submitted formally in writing, stating the nature of the grievance and the suggested solution. Within seven (7) days after receiving the written grievance, the second-level management representative shall meet with the employee and/or, if requested, the employee's representative. Within seven (7) days thereafter a written decision shall be delivered to the employee.

Step (2)
Appointing Authority

If the grievance is not settled under Step 1 option, it may be formally submitted to the appointing authority. The grievance shall be submitted within ten (10) days after receipt of the written decision from Step 1 or the verbal decision of Step 1, whichever applies. Within seven (7) days after receipt of the written grievance, the appointing authority or designated representative shall meet with the employee and/or the employee's representative. Within seven (7) days thereafter, a written decision shall be delivered to the employee and/or the employee's representative.

Step (3)
Mediation

If the grievance is not resolved after Step 2, as an alternative to proceeding directly to Step 4, Arbitration, the grievance may be submitted to mediation. A request for mediation may be presented in writing to the Human Resource Manager 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 and 2, or if there is a dispute as to whether or not the grievance meets the definition of a grievance under Section 22.02 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. The Union, or in discipline cases, the Union and the grievant shall invoke the arbitration step within twenty-one (21) days of receipt of a decision at Step 2 of this procedure by submitting a written request for arbitration to the Director of Human Resources.

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

3. The County and Union shall share the arbitration cost on a 50/50 basis. Each party shall bear the cost of its presentation including preparation and post-hearing briefs, if any, provided that witnesses necessary to the presentation of the employee's case shall be granted necessary time off without loss of pay or benefits to appear at the arbitration hearing.

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

5. No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the Unit represented by the Union and unless such dispute falls with the definition of a grievance as set forth in Section 22.02 and is consistent with all provisions herein.

6. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be 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, may be referred to arbitration under this section.

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

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

22.04 Consistent Awards

No settlement or award shall be made under the grievance procedure which is inconsistent with the terms and conditions of this Memorandum of Understanding or any other county law, ordinance, resolution, regulation or rule, that is not superseded by the MOU.

22.05 Administration of the Grievance Procedure

1. As used herein, a "formally submitted grievance" shall include a concise description of the problem; the section or sections of the memorandum, law, ordinance, resolution, regulation or rule alleged to have been violated; the proposed remedy; the date of the grievance; the date the grievance was filed; and the signature(s) of the person or persons filing the grievance.

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

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

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

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

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

7. After consultation with the Union, the Director of Human Resources may temporarily suspend or consolidate grievance processing on a section-wide basis in an emergency situation. Emergencies shall be defined as natural or civil disaster or overburdening of the grievance procedure by submission of multiple grievances filed as a job action tactic. The Union may appeal the suspension or consolidation action of the Director of Human Resources at the arbitration step of the grievance procedure. In

the event of such appeal, the County and the Union agree to jointly request a list of arbitrators from the State Mediation and Conciliation Service within two (2) working days of the Director of Human 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.

22.06 Notice

In any grievance matter in which an employee is not represented by the Union, the County shall provide the Union with notice of any grievance settlements regardless of the step at which they occur. If the Union disagrees with the grievance settlement, it may appeal the settlement pursuant to the grievance procedure.

23.00 SAFETY

23.01 Safe Working Conditions

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

23.02 County Safety Committee

The County shall maintain a Safety Committee consisting of County management and recognized employee organization representatives. The Social Services Worker's Unit shall designate one representative to the committee. The purpose of the Safety Committee shall be to review safety policies and procedures and to make recommendations. The committee shall be advisory to the County and recognized employee organizations and shall publish a written annual report.

24.00 TRANSFER AND PROMOTIONAL OPPORTUNITY

24.01 Transfer Preference

When filling positions, an appointing authority shall consider lateral transfer requests from employees in the same class as the vacancy. An appointing

authority shall, before filling the position, interview the transfer applicants on file with the department in a number equal to the number of applicants certified on an open eligibility list for the position.

Any SSW Unit employee may submit a request for transfer on an approved form. Such requests may be submitted at any time. Transfer request procedures will be continuously posted. If and when a vacancy occurs, the submitted applications shall be considered. Seniority will be given consideration.

24.02 Promotional Interviews

When an appointing authority receives a certified list of eligibles from the Director of Human Resources to fill a 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.

25.00 IRS-125 PROGRAM

The IRS-125 Program will continue in effect for the term of this agreement.

26.00 LABOR/MANAGEMENT COOPERATION

26.01 The Labor/Management Committee shall consist of four (4) employees and four (4) County members to include an Assistant Department Head including safety issues. The Committee shall be responsible for discussing and promoting solutions to identified problems of mutual concern. The Committee shall be ongoing.

26.02 Welfare reform is expected to have an impact on employees in the Social Services Unit. The County agrees that to the extent possible, it will timely provide the Union with information regarding all changes in the current system. The parties agree to meet on an on-going basis or at the request of either party, during the implementation of reform. The parties agree to attempt to resolve such issues as may arise which impact employees in any area which falls within the scope of bargaining.

26.03 Labor/Management Cooperation

The County and Union agree to establish a new committee to review and discuss caseload/workload issues. The County will be represented at the Assistant Director level. The Union will appoint three (3) members. Meetings shall be held quarterly.

27.00 SALARY STEP ANNIVERSARY DATE

If an employee is promoted within ninety (90) days prior to their annual merit date, they may be granted an additional salary step increase beyond what is normally provided by Personnel Rule 11.6. Such additional step may be denied reasons, including the employee being hired, promoted, or receiving out of sequence merit step increases within the previous twelve months, etc.

In addition to the provisions of Personnel Rule 11.6, the following shall apply to employees in this unit: The appointing authority may grant an out of sequence merit advancement of up to two (2) steps or a single out of sequence merit advancement twice for an employee in a specific classification.

28.00 CAREER LADDERS

The County and Union agree that at least one intent of the Social Service Aide classification is to provide an avenue for upward mobility for Employment and Eligibility Specialists and Senior Employment and Eligibility Specialists who wish to become Social Workers. To this end, Employment and Eligibility Specialists and Senior Employment and Eligibility Specialists who wish to become Social Service Aides are encouraged to apply for such positions and shall be considered for such position.

29.00 LAYOFF AND REINSTATEMENT

29.01 Layoff

An appointing authority may initiate a layoff for a regular held position(s) due to administrative reorganization, lack of work or appropriation by advising the Director of Human Resources of the number of positions, classifications, department involved and the effective layoff date. The Director of 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.

29.02 Seniority List Score Computation

a. Regular help employees appointed to a position with Butte County shall receive credit for compensated regular help employment that has not been broken by a permanent separation. Employees who resign to take extra help positions as a method of promotion shall receive credit for all time worked, even in the extra help position. When there has been 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 Welfare, Health and Civil Disaster

Departments under the Local Agency Personnel Standards prior to August 7, 1976, shall remain on accrual.

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

c. Twelve points shall be subtracted from the seniority score of an employee who was the subject of a Disciplinary Action which was appealable (under Section 21.00) and was not appealed or the Disciplinary Action was sustained.

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

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

2. Employees with the greatest seniority in the department.

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

29.03 Order of Separation in Reduction-in-Force

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

1. Extra help and emergency
2. Provisional and probationary
3. Permanent

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

29.04 Layoff Notice

The Director of Human Resources shall send written notice to the last known address of each employee affected by a layoff 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:

1. reason for layoff
2. classes to which the employee may demote within the department, if any
3. effective date of the action
4. seniority score of the employee
5. formula by which the seniority score is computed
6. appeal rights of the employee
7. conditions governing retention on and reinstatement from reemployment lists, and
8. rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

29.05 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 of Human Resources.

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

29.06 Layoff Reinstatement

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

29.07 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.

30.00 AGREEMENT

30.01 Full Agreement

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

30.02 Probationary Period

Newly-hired employees shall serve a twelve (12) month probationary period.

31.00 SMOKING POLICY

Alleged violations of the County smoking policy will be grievable.

32.00 TRAINING

The County shall make available appropriate on-site courses provided by U.C. Davis in an attempt to expand the availability of appropriate on-site courses from Butte College. Both shall be subject to sufficient enrollment. In addition, the County shall set aside at least four thousand dollars ($4,000) of training funds to assist in providing the above courses.

33.00 WORK LOAD/DISCIPLINE

Any employee having difficulty maintaining their case/workload for any legitimate reason is encouraged to meet with their Supervisor for assistance and/or work reallocation. Disciplinary action will not be initiated for this reason.

34.00 ASSIGNMENT REQUESTS

Should the County determine to establish new work sites, or eliminate existing work sites or otherwise need to re-locate employee's work locations, such relocation will be carried out using the following process:

1) The County shall provide to the Union and to the employees, at the earliest possible time, information regarding the opening, closing, of work sites or the shifting of job duties, functions or personnel from one work site to another. Such notice shall include the location of work site(s) to be closed, reduced or otherwise modified and the work site(s) to be opened, increased, or otherwise modified, the number of positions by classification, which may be involved in any shift of work or personnel from one location to another and the approximate or expected date of any such transfer of employees or work.

2) The County shall allow employees who meet the qualifications for any new, relocated, or established positions to submit an "assignment request" on a form to be developed by the County and the Union.

35.00 PERSONNEL RULES

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

36.00 Transportation

On a one-year trial basis for calendar year 2009 ONLY the County shall offer a voluntary bus rider program. This voluntary program will require participating employees to purchase an initial SmartCard from the County for $75.00. The use of a Smartcard will entitle the rider to ride the Butte County transit B line buses at no cost on regularly scheduled routes. The remaining per ride cost basis of this trial program will be paid to BCAG Transit by the County.

This program continues at the discretion of the County of Butte, under the provisions of the Butte County Association of Governments Butte Regional Transit District. It may be cancelled at the discretion of the County with thirty (30) days notice to the Employee Associations.

37.00 TRAVEL POLICY

The County and Union have agreed on the County's Travel Policy.

38.00 FAMILY CARE AND MEDICAL LEAVE POLICY

The County and Union have agreed on the County's Family Care and Medical Leave Policy.

39.00 ENACTMENT

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

40.00 SAVINGS CLAUSE

If any provision of this Memorandum of Understanding 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.

41.00 PEACEFUL PERFORMANCE

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

42.00 TERM OF MEMORANDUM

This Memorandum shall become effective upon the approval of the Board of Supervisors and the Association and shall remain in full force and effect to and including June 30, 2010. Except as otherwise provided herein, the Association shall submit its requests on matters within the scope of representation by March 1, 2010. The County and Association shall begin the meet and confer process by March 15, and endeavor to conclude negotiations by June 30, 2010.

Signed and entered into this 21 day of January, 2010.

ASSOCIATION RATIFICATION

Ratified by the Butte County Communication Workers of America, Social Services Workers Unit (Association) on this 14 day of January, 2010.

ASSOCIATION

President, Butte County Communication Workers of America, Social Services Workers' Unit

SSWU/CWA Representative

COUNTY OF BUTTE

William H. Avery, Chief Negotiator

Laura Brunson, Director - Human Resources

COUNTY RATIFICATION

Ratified by the Butte County Board of Supervisors this 26th day of January, 2010. Minute Order No. 1004-002 (13)

Bill Connelly, Chair Butte County Board of Supervisors

ATTEST:

Scott Tandy
Interim Chief Administrative Officer
and Clerk of the Board of Supervisors

By:

ATTACHMENT A

Salary Schedule

SECTION 57
SALARY PLAN FOR CLASSIFIED POSITIONS

REFERNCE H
(CWA)
SOCIAL SERVICES WORKERS' UNIT CLASSIFICATIONS

(Effective 10-06-07)

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
5375	Deputy Public Guardian/Public Administrator	39	$17.9483	$18.8457	$19.7880	$20.7774	$21.8163	$22.9071	$24.0525	$1,435.86	$1,507.66	$1,583.04	$1,662.19	$1,745.30	$1,832.57	$1,924.20
5373	Deputy Public Guardian/Public Administrator, Senior	43	$19.8115	$20.8021	$21.8422	$22.9343	$24.0810	$25.2851	$26.5494	$1,584.92	$1,664.17	$1,747.38	$1,834.74	$1,926.48	$2,022.81	$2,123.95
5346	Eligibility Specialist	28	$13.6791	$14.3631	$15.0813	$15.8354	$16.6272	$17.4586	$18.3315	$1,094.33	$1,149.05	$1,206.50	$1,266.83	$1,330.18	$1,396.69	$1,466.52
5342	Employment and Eligibility Program Specialist	36	$16.6667	$17.5000	$18.3750	$19.2938	$20.2585	$21.2714	$22.3350	$1,333.34	$1,400.00	$1,470.00	$1,543.50	$1,620.68	$1,701.71	$1,786.80
5344	Employment and Eligibility Specialist	30	$14.3716	$15.0902	$15.8447	$16.6369	$17.4687	$18.3421	$19.2592	$1,149.73	$1,207.22	$1,267.58	$1,330.95	$1,397.50	$1,467.37	$1,540.74
5343	Employment and Eligibility Specialist, Senior	32	$15.0992	$15.8542	$16.6469	$17.4792	$18.3532	$19.2709	$20.2344	$1,207.94	$1,268.34	$1,331.75	$1,398.34	$1,468.26	$1,541.67	$1,618.75
5354	Employment Case Manager	37	$17.0834	$17.9376	$18.8345	$19.7762	$20.7650	$21.8033	$22.8935	$1,366.67	$1,435.01	$1,506.76	$1,582.10	$1,661.20	$1,744.26	$1,831.48
5353	Employment Case Manager, Senior	39	$17.9483	$18.8457	$19.7880	$20.7774	$21.8163	$22.9071	$24.0525	$1,435.86	$1,507.66	$1,583.04	$1,662.19	$1,745.30	$1,832.57	$1,924.20
5337	Social Services Aide	29	$14.0211	$14.7222	$15.4583	$16.2312	$17.0428	$17.8949	$18.7896	$1,121.69	$1,177.78	$1,236.66	$1,298.50	$1,363.42	$1,431.59	$1,503.17
5335	Social Worker	39	$17.9483	$18.8457	$19.7880	$20.7774	$21.8163	$22.9071	$24.0525	$1,435.86	$1,507.66	$1,583.04	$1,662.19	$1,745.30	$1,832.57	$1,924.20
5336	Social Worker, Associate	37	$17.0834	$17.9376	$18.8345	$19.7762	$20.7650	$21.8033	$22.8935	$1,366.67	$1,435.01	$1,506.76	$1,582.10	$1,661.20	$1,744.26	$1,831.48
5333	Social Worker, Senior	43	$19.8115	$20.8021	$21.8422	$22.9343	$24.0810	$25.2851	$26.5494	$1,584.92	$1,664.17	$1,747.38	$1,834.74	$1,926.48	$2,022.81	$2,123.95