MEMORANDUM OF UNDERSTANDING

2012-2013

BETWEEN THE COUNTY OF BUTTE

AND

BUTTE COUNTY EMPLOYEES' ASSOCIATION GENERAL UNIT

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

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

1.00 RECOGNITION

The County recognizes the Butte County Employees' Association as the representative for employees in classifications designated for inclusion in the General Unit of County employees pursuant to Section 3501(b) of the California Government Code and the County Employer/Employee Relations Policy set forth in Chapter 11 of the Butte County Personnel Rules. Such designation classifications are attached hereto as Attachment A.

2.00 MANAGEMENT RIGHTS

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

3.00 ASSOCIATION SECURITY

3.01 General Provisions

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

The County shall not be liable to the Association, employees or any other party by reason of this section for the remittance or payment of any sum other than the actual deductions made from the employee's

paycheck. The Association shall save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this section.

3.02 Maintenance of Membership

a) Association membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Association member, or becomes an Association member, shall continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this agreement. Any new employee covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Association, shall be subject to the same terms of continued membership as employees above.

b) Every employee who is a member of the Association shall have the right to withdraw from membership during the last twenty (20) days of this Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.

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

3.03 Agency Shop

This section shall become effective upon the majority vote of all affected non-supervisory bargaining unit members.

It is the expressed intention of the parties that the provisions of this article respectfully balance the rights of individual employees and the right of the parties to enter into a "fair share service fee" agreement. However, membership in the Association shall be the personal choice of each employee in the bargaining unit. This Section provides for membership dues or fair share service fee collection. The termination/expiration of this Agreement shall not constitute a basis for the cessation of the implementation of this Section. There shall be no charge to the Association for such dues/fair share service fee deductions. The vote shall be by secret ballot in a method mutually acceptable to the Association and County.

3.04 Dues/Service Fees

No later than thirty (30) days following the implementation of this Section the County shall begin deducting membership dues for members and fair share service fees for non-members from the wages of bargaining unit members and shall thereafter continue to do so on a monthly basis. All employees in the unit who have not authorized an Association dues/fair share deduction under this agreement shall execute an authorization for the payroll deduction.

a. For purposes of this Section, “employee” shall mean any person entering into the bargaining unit or subsequently modified bargaining unit as mutually agreed upon by the Association and the County.

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

3.05 County Responsibilities

No later than thirty (30) days following the date of implementation of this Section the County agrees to provide the Association with a list of the names, and department for each employee in the bargaining unit. Subsequently, the County shall provide the Association the name, 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, initiation fees or special assessments as per Government Code Section 3502.5, the County agrees to promptly remit such monies to the Association each month together with an alphabetical list of unit members, categorized as to member or non-member of the Association, 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.

3.06 Religious Beliefs

An employee who is a verified member of a religious body within the meaning of Section 3546.3 of the Government Code shall not be required to financially support the Association as a condition of employment. Such employee, in lieu thereof, shall file a detailed written objection with the Association and the County, establishing the basis for the religious exemption and a request that the Association pay a sum equal to his/her fair share service fee to one of three (below) non-religious, non-labor, charities exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code, designated and mutually agreed upon by the Association and the County. The Association agrees to forward such amounts to one of the designated charities:

- ARC of Butte/Glenn Counties
- Catalyst Program
- Red Cross

3.07 Association Responsibilities

The Association 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 Association, and shall become effective no later than thirty (30) days following the date that the County receives such certification from the Association. Additionally, the Association agrees to furnish any information needed by the County to fulfill the provisions of this Section. The Association shall comply with all applicable statutory and case law in administering this section.

a. The Association shall be responsible for enforcing the provisions of this section using appropriate civil procedures. If an employee fails to authorize Association dues/fair share deductions the Association may seek enforcement through the courts.

3.08 Indemnification and Hold Harmless

It is specifically agreed that the County assumes no obligation with respect to the Association dues and fair share service fees other than those specified in this Section. The Association agrees that it will hold the County harmless from any claims, actions, or proceedings by any bargaining unit member, arising from deductions made by the County pursuant to this Section. The County will generally utilize attorneys from its County Counsel Office at Association expense to represent it in any matter arising under these sections 3.01-3.08. However, the County may select and utilize outside counsel of its choice at Association expense if it deems it appropriate or otherwise necessary to address any third party matter arising under these sections.

4.00 ASSOCIATION RIGHTS

4.01 Access to Employees

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

4.02 Bulletin Boards

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

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

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

The County reserves the right to remove any material posted in violation of this section. However, the Association may grieve the application of this section up to and including Step 2 of the grievance procedure.

4.03 Use of County Facilities and Resources

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

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

4.04 Internal Communications

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

4.05 New Classifications

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

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

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

4.06 New Employee Orientation

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

5.00 ASSOCIATION REPRESENTATIVES

5.01 Negotiators

The Association shall be allowed to designate up to seven (7) employees within the unit to serve as representatives to negotiate with the County. The Association shall provide the Director of Human Resources with the name, classification and department assigned of each of the negotiators. Should any changes or alternate be appointed after the original list is established, the Association shall advise the Director of Human Resources immediately. Employees designated as unit negotiators shall, as authorized by the Director of Human Resources, be granted a reasonable release time from scheduled duties without loss of pay to meet with the County representative during negotiations of matters of wages, hours and conditions of employment. The County shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Association exercising this right.

5.02 Shop Stewards

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

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

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

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

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

e) With prior approval by the Director of Human Resources, the Association may use the Human Resources Training Room for Shop Steward Training. The Association shall submit the training

agenda to the Director of Human Resources for approval. Shop stewards attending such training shall have available an aggregate pool of eighty (80) hours paid time to attend training. Training time shall not exceed four (4) hours per session and the County shall not be responsible for any overtime hours or travel related to such training.

f) The County and the Association have agreed on a steward release form including release procedures. A copy of the form is attached hereto as Attachment B.

g) The Association will equally distribute steward workload amongst stewards so as to avoid overburdening any one steward(s). Stewards are responsible for the full and timely completion of their County work assignment.

6.00 NON-DISCRIMINATION

6.01 Affirmative Action

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

6.02 Individual Rights

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

7.00 PERSONNEL FILES

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

No material regarding the employee's performance or conduct shall be included in the employee's personnel file without prior notice to the employee. Employees shall have thirty (30) days to submit a reasonable amount of rebuttal material for permanent attachment to any negative materials entered into their files. No prior event which might have led to demotion, suspension, or termination of the employee which has not otherwise been included in the employee's official personnel file shall be used against the employee in a current disciplinary action.

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

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

8.01 Work Schedules

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

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

8.02 Alternate Schedules

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

Alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternative scheduling patterns. Prior to establishing an entirely new alternate schedule (for example: a 4/10 schedule if one had never existed before), the County shall give notice to the Association and afford the opportunity to meet and confer. Individuals assigned to such schedules shall accrue leaves and holidays on the same basis as employees working the standard 5/8 work schedule; that is, 8 hours per day. Employees shall be charged time off based on the number of hours in the work day missed. In determining which employees are entitled to alternative schedules, the Appointing Authority shall take into account job classification and required skills. In the event all other things are equal; seniority shall be the determining factor. Determination as to the quality of skills shall be made in the sole discretion of the Appointing Authority.

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

8.03 Meal Periods

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

employee required to work overtime shall be permitted a one-half (1/2) hour paid meal break each four (4) hours of such overtime.

8.04 Rest Periods

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

9.00 OVERTIME

9.01 Eligible Positions

Refer to Personnel Rules.

9.02 Overtime Defined

Refer to Personnel Rules.

9.03 Overtime Authorization

Refer to Personnel Rules.

9.04 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 employee, be paid with regular wages in the pay period in which it was earned or be credited as Compensatory Time Off (CTO) to a maximum of 80 hours.

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

9.05 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 80 hours of CTO, the appointing authority may require the employee to take off any excess hours during the work week in which it is earned. Any CTO accumulation in excess of the 80 hour cap which is not taken in the work week in which it is earned, shall be paid with regular wages in the pay period in which it is earned. An employee who has accumulated CTO shall, upon termination from County employment, be paid for the CTO with the termination pay settlement. Compensatory Time Off accruals shall appear on the employee's biweekly earnings statement.

9.06 Fringe Benefits Not Affected By Overtime

Refer to Personnel Rules.

9.07 Assignment of Overtime

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

10.00 VACATION LEAVE

10.01 Accrual

Refer to Personnel Rules.

10.02 Vacation Eligibility

Refer to Personnel Rules.

10.03 Vacation Carryover

Refer to Personnel Rules.

10.04 Vacation Payout

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

10.05 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.

10.06 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 this request shall be in the sole discretion of the department head. Vacation buy-back shall be subject to availability of funds.

In addition to vacation buy-back pursuant to 9.02(a) above, employees shall have the option of requesting an additional 104 hours of vacation time each year, during each contract in increments of eight (8) hrs. Such requests are subject to the approval of the department head and the availability of funds.

11.00 SICK LEAVE

11.01 Sick Leave Accrual

Refer to Personnel Rules.

11.02 Sick Leave Eligibility

Refer to Personnel Rules.

11.03 Uses of Sick Leave

Refer to Personnel Rules.

11.04 Reporting Requirement

Refer to Personnel Rules.

11.05 Medical Reports

Refer to Personnel Rules.

11.06 Payment of Sick Leave

Refer to Personnel Rules.

11.07 Sick Leave Buy-Back Option

Refer to Personnel Rules.

11.08 Donation of Paid Time

The donation of paid time program agreed to by the Association and the County shall continue for the term of this agreement. Refer to the Personnel Rules for the Catastrophic Leave Pool Agreement.

12.00 LEAVES OF ABSENCE

12.01 Bereavement Leave

Refer to Personnel Rules.

12.02 Industrial Disability Leave With Pay

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

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

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

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

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

12.03 Industrial Disability Leave Without Pay

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

12.04 Military Leave

Refer to Personnel Rules.

12.05 Family Leave

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

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

12.06 Jury and Witness Leaves

Refer to Personnel Rules.

12.07 Paid Administrative Leave

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

13.00 <u>HOLIDAYS</u>

Refer to Personnel Rules.

14.00 COMPENSATION

14.01 Salary

Employee base wages shall be increased by two percent (2%) effective the pay period beginning July 7, 2012.

In 2013, the County agrees during the meet and confer process for a successor MOU, to discuss salary and benefits.

14.02 Shift Differential Pay

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

In addition to the above, regular employees in the County Library whose normal work schedule includes work between the hours of 5 p.m. to 7 a.m. any day shall receive in addition to regular pay, forty-five cents ($.45) for each hour or portion thereof of work performed during the hours between 5 p.m. and 7 a.m. as shift differential pay.

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

14.03 Temporary Assignment in Higher Paid Classification

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

14.04 Bilingual Pay Differential

When it has been determined that an employee's use of bilingual language skills or specialized communication skills are essential and critical for the successful performance of job duties, a bilingual differential shall be paid at a rate of fifty ($50.00) dollars per pay period worked, calculated on an hourly basis or portion thereof. Authorized time off of less than two consecutive pay periods shall not affect the calculation of bi-lingual pay.

14.05 Callback

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

14.06 Standby Pay

a. Status

Effective immediately, each employee in the unit of representation shall be entitled to receive forty dollars ($40.00) for each eight-hour (8) standby shift, or portion thereof, as ordered and authorized by an appointing authority. A standby shift is defined as any eight-hour (8) shift following the employee's normal assigned shift. Standby pay is pro-rated to the number of hours an employee is assigned to standby status, and is available only within the defined standby zone following the regular schedule (i.e., if an employee is regularly scheduled to work an eight (8) hour day, the standby pay commences after eight (8) hours have been worked in a day.

b. Response Time

Employees placed on standby status shall keep the appointing authority or designee advised of their location during the standby shift and shall respond to duty within two (2) hours from the time of notification. When an appointing authority determines it is in the interest of the County to provide electronic paging devices for standby workers, the appointing authority shall provide and maintain such devices and instruct workers in proper use. Employees on standby status shall not be eligible for shift differential pay as specified under Section 14.03 or for callback pay as specified under section 14.06. Employees returning to duty from standby shall be eligible for overtime as specified in Section 9.00.

c. Exemption

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

14.07 PERS Reporting

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

Sheriff-Misc/Safety	$21.00/mo
Animal Control /Misc.	$17.00/mo
Building and Grounds	$14.00/mo

14.08 Special Pay

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

14.09 Step Increases

Refer to Personnel Rules.

14.10 Public Safety Dispatcher Pay

Employees in the classification of Public Safety Dispatcher shall receive eight dollars ($8.00) per day on days that the employee assists with training newly assigned Public Safety Dispatchers.

All employees in the classifications of Public Safety Dispatcher and Public Safety Dispatcher, Lead possessing the POST Communications Training Officer Certificate shall receive a two and a half percent (2.5%) increase to their base salary.

15.00 UNEMPLOYMENT INSURANCE

Refer to Personnel Rules.

16.00 HEALTH PLAN

16.01 Employee Health Plan Eligibility

a) All regular employees assigned to a one-half (1/2) time or more position and the employee's dependents including registered domestic partner, effective January 1, 2005 pursuant to Family Code Section 297.5 shall be entitled to participate in the County-sponsored group Cafeteria Plan. Employees working less than full-time and hired after November 1, 1987, shall receive prorated health contributions rounding to the nearest one quarter time; i.e., either fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) of the County contribution for full-time employees. Eligible employees enrolling in the program within sixty (60) days following their appointment will be covered subject to the contract limitation with the health plan carrier. Coverage shall commence when the employee is eligible for coverage under PERS rules and the health plan carriers' rules. Employees enrolling after the sixty (60) day enrollment period will be eligible for coverage on the first day of the month following a ninety (90) day waiting period

which will begin upon receipt of all necessary enrollment documents by the Department of Human Resources, unless the employee can certify a qualifying loss of other coverage.

16.02 Description

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

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

16.03 Participation Levels

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

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

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 I. 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 16.04). They will have an opportunity to participate in the Flexible Benefit Options listed in the Flexible Benefit Options Exhibit.

The County will provide an employer flex credit monthly contribution of Four Hundred Three Dollars and Thirty-Four Cents ($403.34) per month for "employees" who elect Option B. Employees can use this contribution toward any of the Flexible Benefit Options listed in the Flexible Benefits Options Exhibit. 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.

16.04 Administration

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

b) Part-time, regular help employees will receive proportional benefits as provided in the Memorandum of Understanding. All employees assigned to a one-half (1/2) time or more position, and the employees' dependents, including registered domestic partner, effective January 1, 2005 pursuant to Family Code Section 297.5 shall be entitled to participate in the County's Flexible Benefits Plan. Employees working less than full-time, shall receive prorated flex benefit contributions rounding to the nearest one-quarter time; i.e., either fifty percent (50%), for employees working thirty-six (36) hours to forty-five (45) hours; seventy-five percent (75%), for employees working forty-six (46) to sixty-four (64) hours; or one hundred percent (100%), for employees working sixty-five (65) hours or more.

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

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

16.05 Retired Employee Options

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

Employees with ten (10) years or more of compensated cumulative service with Butte County who, upon termination, immediately retire under the provisions of the County's contract with the Public Employees' Retirement System shall be eligible for the health benefit only coverage for themselves (employees only) to age 65 under the following conditions.'

For up to the first year of retirement, PERS members subject to this Memorandum of Understanding shall be entitled to twelve (12) months of reimbursable health premiums up to age 65.

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

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

2. one (1) month of reimbursable health plan benefits (employee only) will be granted for each day of accrued sick leave until the sick leave credit is exhausted or the employee reaches 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 about pursuant to HIPAA. The sick leave originally allocated for the coverage of the employee's spouse shall be forfeited if the employee's spouse is not enrolled in the health plan on the effective date cited above. Rights to continuation of health coverage above are in addition to any rights the employee is entitled to under COBRA.

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

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

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

16.07 Benefit Plan Review Committee

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

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

contributions, etc., shall be determined through the meet and confer process between the County and the individual bargaining units.

17.00 RETIREMENT PLAN

17.01 Membership

Regular employees holding County employment shall be members of the Public Employees' Retirement System as provided by law and the terms of the contract in effect between the County and the Public Employees' Retirement System. Hourly-rated extra-help employees shall not be eligible for retirement benefits. The County will maintain in effect the 2% @ 55 Retirement Program.

17.02 Retirement Contribution

Effective August 6, 2011, employees began payment on a pre-tax basis of two and one-half percent (2.5%) of salary for the employee share of their CalPERS pension and the County paid the remaining four and one-half percent (4.5%) of salary.

Effective the pay period beginning August 4, 2012, employees will pay on a pre-tax basis four percent (4%) of salary for the employee share of their CalPERS pension and the County will pay the remaining three percent (3%) of salary.

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

All pre-tax payments occur to the extent allowed by law.

17.03 Retirement Credit for Sick Leave

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

1. Sick leave accumulation reported to PERS for service credit.

2. Sick leave conversion to purchase continued health, dental and vision coverage as outlined in Section 16.05. Any remaining sick leave after conversion to be reported to PERS as service credit.

3. An employee who has on accrual more than two hundred and forty (240) hours of sick leave may be compensated for that portion over two hundred and forty (240) hours at one-half (1/2) the normal rate of pay for the employee up to a maximum of three thousand dollars ($3,000).

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

18.00 REIMBURSEMENT OF EXPENSES

18.01 Expenses for Mileage

Refer to Travel Policy in Personnel Rules Appendix.

18.02 Professional License Fees

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

- Building Inspectors
- Licensed Vocational Nurse
- Forensic Coordinator
- Psychiatric Technician
- Psychiatric Technician, Senior
- Occupational Therapist
- Physical Therapist
- Public Health Nutritionist
- Auditor Appraiser
- Auditor Appraiser, Senior
- Building Inspector, Senior
- Environmental Health Specialist
- Environmental Health Specialist, Associate
- Environmental Health Specialist, Senior
- Property Appraiser
- Property Appraiser, Senior
- Property Appraiser, Principle
- Agricultural Biologist/Weights and Measures Inspector I
- Agricultural Biologist/Weights and Measures Inspector II
- Agricultural Biologist/Weights and Measures Inspector III
- Agricultural Biologist/Weights and Measures Inspector Senior

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

18.03 Meal Reimbursements

Reimbursement meals shall be paid at the rate provided in Personnel Rules Section 12.10 Travel and Expenses.

19.00 DISCIPLINARY ACTION

19.01 Right to Representation

The County shall advise the employee of his/her right to be represented by the Association or other representative of his/her choosing at any meeting in which disciplinary action is to be imposed or at

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

19.02 Definition of Discipline

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

19.03 Pre-Disciplinary Notice

An appointing authority or designee who proposes to take disciplinary action against a regular employee of a suspension without pay of five (5) days or more severity, shall first serve the employee with notice of the proposed discipline including the right to respond to the appointing authority prior to the action being taken. The notice shall be served at least seven (7) calendar days prior to the effective day of the action and shall be served on the employee personally or by certified mail. If the employee is personally served, the date of service shall be considered to be the first day of notification. If the employee is served by certified mail, neither the day of the mailing nor the following calendar day shall be considered in the seven calendar days for notification purposes. The notice shall clearly specify the action taken, the reason for the action including the particular facts and specific incident(s) involved and the effective date(s) of the action and, in cases of demotion, shall contain a statement as to the wages and duties of the new position. The notice shall also advise the employee that a copy of the material upon which the action is taken or based is attached; the right to be represented and to respond verbally or in writing to the appointing authority or designated representative prior to the effective date of the action, and the right to appeal the action and the time within which the appeal may be made.

An appointing authority or a designated representative taking disciplinary action against an employee may, when it is necessary for the operation of the department, or to conduct an investigation into the allegation, assign the employee to less critical duties during the five (5) day review period. When extraordinary circumstances exists that require the immediate removal of the employee from the premises, an appointing authority or a designated representative may place the employee on paid suspension subject to call not to exceed five (5) days. If required to provide for full investigation of the allegations made against an employee and it is necessary for the operation of the department, the five (5) day period for reassignment or paid leave may be extended with prior approval of the Director of Human Resources

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

19.04 Notice to Association

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

19.05 Appeal of Disciplinary Action

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

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

20.00 <u>GRIEVANCE PROCEDURE</u>

20.01 Intent

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

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

20.02 Definition and Scope of a Grievance

a) A grievance may be filed by an employee, a group of employees or, under circumstances described in Section 21.06 of this section, by the Association, of a management interpretation or application of this Memorandum of Understanding, the County Personnel Ordinance or the Personnel Rules.

b) Specifically excluded from the grievance procedure are subjects involving the amendment of a state or federal law; Board of Supervisors' resolution, ordinance, or minute order; disciplinary actions except as provided in Section 20.05, performance evaluation, denial of merit increases, discriminatory acts, or other matters which have other means of appeal.

20.03 Grievance Procedure Steps

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

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

STEP 1.
Second-level Management Representative

(This step is optional and may be omitted from the procedure in a department or a division thereof by the appointing authority. The County shall provide the Association with a written list of those departments which will utilize this step.) If the grievance is not settled by Step 1, it may be formally submitted to the second-level management representative designated by the appointing authority. The grievance shall be submitted within seven (7) days after receipt of the decision at Step 1 and shall be submitted formally in writing stating the nature of the grievance and the suggested solution. Within seven (7) days after receiving the written grievance, the second-level management representative shall meet with the employee. Within seven (7) days thereafter a written decision shall be delivered to the employee.

STEP 2.
Appointing Authority

If the grievance is not settled under Step 1, it may be formally submitted to the appointing authority. The grievance shall be submitted within seven (7) days after receipt of the written decision from Step 2 or the verbal decision of Step 1, whichever applies. Within seven (7) days after receipt of the written grievance, the appointing authority or designated representative shall meet with the employee. Within seven (7) days thereafter, a written decision shall be delivered to the employee.

STEP 3.
Mediation

If the grievance is not resolved after Step 2, as an alternative to proceeding directly to Step 4, Arbitration, the grievance may be submitted to mediation. A request for mediation may be presented in writing to the Director of Human Resources within seven (7) calendar days from the date a decision was

rendered at Step 2. As soon as practicable thereafter, or as otherwise agreed to by the parties, a mediator shall hear the grievance. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal and shall be considered advisory.

STEP 4
Arbitration

If the parties are unable to reach a mutually satisfactory resolution of the grievance as a result of discussions at Steps 1 through 3, or if there is a dispute as to whether or not the grievance meets the definition of grievance under Section 20.02 hereof, the issue shall be submitted to an impartial arbitrator who shall be designated by mutual agreement of grievant and/or his/her representative and the Director of Human Resources. To the extent possible, the parties shall utilize a standing arbitrator to be randomly selected from a panel of seven (7) jointly agreed to by the parties.

1. Should the grievant and/or his/her representative and the Director of Human Resources fail to reach agreement on selection of the arbitrator within twenty (20) days, they shall jointly request a list of seven (7) qualified arbitrators from the California State Mediation and Conciliation Service. This request shall be submitted within five (5) days after expiration of the time allotted to reach mutual agreement on selection of an arbitrator. During the twenty (20) day period, and while waiting for the list from the California State Mediation and Conciliation Service, the Director of Human Resources and the representative(s) of the Association shall make every effort to explore mutually acceptable resolutions to the grievance referred to arbitration. The purpose of this process is to allow both parties to avoid the time and expense of the arbitration process while pursuing mutually acceptable resolutions to grievances. If mutual selection cannot be made from the list received within five (5) days, the parties shall select the arbitrator by alternately striking names until only one name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list of arbitrators shall be determined by a toss of a coin. The parties shall immediately request available dates from the selected arbitrator, subject to California State Mediation and Conciliation Service procedures. Unless the parties mutually agree otherwise; the arbitration shall then be scheduled.

2. The grievant and/or his/her representative shall invoke the arbitration step within seven (7) days of receipt of a decision at Step 3 of this procedure by submitting a written request for arbitration to the Director of Human Resources**.**

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

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

5. No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the unit represented by the Association and unless such dispute

falls within the definition of a grievance as set forth in Section 20.02 and is consistent with all provisions herein.

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

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

20.04 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. The Director of Human Resources shall have the authority to settle grievances of up to $10,000 in accordance with Board Resolution No. 01-013.

20.05 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 Association.

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

appeal the suspension or consolidation action of the Director of Human Resources at the arbitration step of the grievance procedure. In the event of such appeal, the County and the Association agree to jointly request a list of arbitrators from the State Mediation and Conciliation Service within two (2) working days of the Director of Human Resources action and to select an arbitrator within five (5) calendar days of receipt of the list. The party which loses the appeal of the Director of Human Resources action under this section shall pay the full cost of the arbitrator.

20.06 Association's Standing to Grieve

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

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

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

c. Where the Association determines that there is a substantial non-compliance with an otherwise grievable term or condition of employment, where no specific employee is directly affected by an interpretation or application of the County affecting otherwise grievable terms and conditions of employment.

d. Where a grievance filed by an employee representing themselves or having a representative other than the Association is resolved in a manner the Association believes to be inconsistent with the Memorandum of Understanding.

21.00 <u>SAFETY</u>

21.01 Safe Working Conditions

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

21.02 County Safety Committee

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

22.00 TRANSFER AND PROMOTIONAL OPPORTUNITY

22.01 Transfer Preference

Refer to Personnel Rules.

22.02 Promotional Interviews

Refer to Personnel Rules.

22.03 Promotional Step Increase

Refer to Personnel Rules.

23.00 LAYOFF

Refer to Personnel Rules.

24.00 PERFORMANCE EVALUATION

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

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

25.00 SHORT TERM DISABILITY INSURANCE

The County may reopen negotiations concerning proposed amends to this Section 31.00.

Each regular employee in the unit shall participate in the Short Term Disability Insurance Plan and the Paid Family Leave Plan (PFL) both provided through the State of California's Employment Development Department (EDD). There is a seven day waiting period before benefits are paid from both of these plans. In order to be compensated, employees must use accrued vacation, administrative leave, comp time or sick leave (if appropriate, see Section 11.03) during the waiting period. 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.

a) It shall be the employee's responsibility to apply for benefits and to file with the Auditor immediately upon receipt. Upon receipt of said notice, the Auditor shall adjust the employee's sick leave/vacation and/or CTO usage to the maximum eligible, according to the integration formula

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

c) Within forty-five (45) days after the execution of this agreement, the County and Association shall meet to agree on a revised formula for charging sick leave when integrated with benefits.

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.

Utilization of accrued leave with SDI or PFL i.e. "Integration of Leave" – SDI and PFL benefits received may be integrated with the County's sick leave plan (when appropriate), vacation leave, and/or CTO time, utilizing the current formula to achieve pre-disability earnings through a wage reduction in combination with a return of a portion of leave returned.

26.00 RAIN GEAR

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

27.00 UNIFORMS

Provide eight polo shirts and one jacket per code enforcement officer with logo.

28.00 LIFE INSURANCE

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

29.00 IRS 125 PROGRAM

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

30.00 EMPLOYEE ASSISTANCE PROGRAM

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

31.00 FIRST AID AND CPR TRAINING

During the term of agreement, and as may be necessary to provide refresher courses, training shall be made available in First Aid and Cardio Pulmonary Resuscitation in order that County work areas have employees trained in such skills.

32.00 VIDEO DISPLAY TERMINAL

a) In order to provide a safe and healthy work place for its employees, the County agrees to order VDT equipment that is safe and efficient to use and prevents health hazards such as eye strain and eye fatigue.

b) The County will provide instruction in the proper operations and adjustments of VDTs and VDT workstation equipment.

33.00 EXTRA HELP WORK

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

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

34.00 PROBATIONARY PERIOD

Refer to Personnel Rules.

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 TRAVEL POLICY

The County and Association have agreed on modifications to the County's Travel Policy as set forth in the County Personnel Rules.

37.00 BOOT ALLOWANCE

Eligible employees may apply for appropriate reimbursement of up to $100.00 through August 31, 2012. Employees may not apply for a reimbursement under this provision for any boot purchase, maintenance or repair from September 1, 2012 through December 31, 2012.

The County shall provide a taxable stipend of $240.00 (two hundred and forty dollars) in the second paycheck of each odd numbered calendar year beginning January, 2013 for employees in classifications where the nature of the work warrants it, and the County has pre-approved an individual's eligibility for the boot allowance under this section. This stipend shall be for the purchase, maintenance and/or repair of safety boots/shoes (as described in the County's Safety Footwear Policy).

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

38.00 TUITION REIMBURSEMENT

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

39.00 ELECTRICAL OUTAGE POLICY

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

40.00 COUNSELING MEMOS

Counseling memos/letters shall be maintained in a supervisor's performance review record and do not form a part of the official, permanent personnel file unless used as supporting documentation in a good faith personnel action.

41.00 PROMOTIONAL OPPORTUNITIES

Refer to Personnel Rules.

42.00 PAST PRACTICES

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

43.00 SIDE LETTERS

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

44.00 RECRUITMENT ELIGIBILITY LISTS

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

45.00 DISASTER PROTOCOL

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

46.00 FULL AGREEMENT

46.01 General Provisions

It is understood this agreement represents the complete and final understanding on all negotiable issues between the County and the Association. This agreement supersedes all previous Memoranda of

Understanding or Memoranda of Agreement between the County and the Association, 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 Association shall be afforded notice and shall have a right to meet and confer upon their request. In the absence of agreement on such proposed actions, the County reserves the right to take the necessary action by management direction.

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

47.00 ENACTMENT

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

48.00 RELEASE TIME FOR RETIREMENT WORKSHOPS

Refer to Personnel Rules.

49.00 SAVINGS CLAUSE

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

50.00 PEACEFUL PERFORMANCE

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

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

51.00 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 September 30, 2013. The County and Association shall begin the meet and confer process by September 30, 2013 and conclude negotiations in a reasonable time. The County agrees that it will meet with BCEA should the County's property tax revenue increase a cumulative amount of 7% or more during the term of this agreement. For calculation purposes, the County and BCEA agree the base calculation is derived from Fiscal Year 2009-2010 ($47,414,872 from revenue accounts 4110100, 4110200, 4110300, 4110400).

Signed and entered into this 11 day of June, 2012.

COUNTY OF BUTTE

Jack Hughes, Chief Negotiator

Brian Ring, Director-Human Resources

BUTTE COUNTY EMPLOYEES ASSOCIATION
GENERAL UNIT

Rudy Jenkins, BCEA Executive Director

ASSOCIATION RATIFICATION

Ratified by the Butte County Employees' Association on this 6th day of June, 2012.

Jim Pulling, President, Butte County Employees' Association

COUNTY RATIFICATION

Ratified by the Butte County Board of Supervisors this 26th day of June, 2012. Minute Order No. 1213-012

Steve Lambert, Chair Butte County Board of Supervisors

ATTEST:

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

By: _____

ATTACHMENT A
Salary Plan

SECTION 57
SALARY PLAN FOR CLASSIFIED POSITIONS

REFERENCE C (effective the Pay Period Beginning 07/07/12)
GENERAL (BCEA) UNIT CLASSIFICATIONS

(Effective First Pay Period Beginning 7/7/12-2% Increase)

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
1286	Account Clerk	21	$11.7376	$12.3245	$12.9407	$13.5877	$14.2671	$14.9805	$15.7295	$939.01	$985.96	$1,035.26	$1,087.02	$1,141.37	$1,198.44	$1,258.36
1285	Account Clerk, Senior	25	$12.9561	$13.6039	$14.2841	$14.9983	$15.7482	$16.5356	$17.3624	$1,036.49	$1,088.31	$1,142.73	$1,199.86	$1,259.86	$1,322.85	$1,388.99
1043	Accountant	40	$18.7642	$19.7024	$20.6875	$21.7219	$22.8080	$23.9484	$25.1458	$1,501.14	$1,576.19	$1,655.00	$1,737.75	$1,824.64	$1,915.87	$2,011.66
1042	Accountant, Senior	43	$20.2070	$21.2174	$22.2783	$23.3922	$24.5618	$25.7899	$27.0794	$1,616.56	$1,697.39	$1,782.26	$1,871.38	$1,964.94	$2,063.19	$2,166.35
1283	Accounting Specialist	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
1054	Administrative Assistant	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
5348	Adoptions Specialist	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
1117	Agricultural Biologist Technician	26	$13.2800	$13.9440	$14.6412	$15.3733	$16.1420	$16.9491	$17.7966	$1,062.40	$1,115.52	$1,171.30	$1,229.86	$1,291.36	$1,355.93	$1,423.73
1116	Agricultural Biologist/Weights and Measures Inspector I	34	$16.1803	$16.9893	$17.8388	$18.7307	$19.6672	$20.6506	$21.6831	$1,294.42	$1,359.14	$1,427.10	$1,498.46	$1,573.38	$1,652.05	$1,734.65
1114	Agricultural Biologist/Weights and Measures Inspector II	38	$17.8600	$18.7530	$19.6907	$20.6752	$21.7090	$22.7945	$23.9342	$1,428.80	$1,500.24	$1,575.26	$1,654.02	$1,736.72	$1,823.56	$1,914.74
1113	Agricultural Biologist/Weights and Measures Inspector III	42	$19.7141	$20.6998	$21.7348	$22.8215	$23.9626	$25.1607	$26.4187	$1,577.13	$1,655.98	$1,738.78	$1,825.72	$1,917.01	$2,012.86	$2,113.50
1112	Agricultural Biologist/Weights and Measures Inspector, Senior	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
4024	Animal Control Dispatcher	30	$14.6586	$15.3915	$16.1611	$16.9692	$17.8177	$18.7086	$19.6440	$1,172.69	$1,231.32	$1,292.89	$1,357.54	$1,425.42	$1,496.69	$1,571.52
4025	Animal Control Officer	29	$14.3011	$15.0162	$15.7670	$16.5554	$17.3832	$18.2524	$19.1650	$1,144.09	$1,201.30	$1,261.36	$1,324.43	$1,390.66	$1,460.19	$1,533.20
4026	Animal Control Officer, Senior	39	$18.3065	$19.2218	$20.1829	$21.1920	$22.2516	$23.3642	$24.5324	$1,464.52	$1,537.74	$1,614.63	$1,695.36	$1,780.13	$1,869.14	$1,962.59
1244	Assessment Clerk	25	$12.9561	$13.6039	$14.2841	$14.9983	$15.7482	$16.5356	$17.3624	$1,036.49	$1,088.31	$1,142.73	$1,199.86	$1,259.86	$1,322.85	$1,388.99
1243	Assessment Clerk, Senior	29	$14.3011	$15.0162	$15.7670	$16.5554	$17.3832	$18.2524	$19.1650	$1,144.09	$1,201.30	$1,261.36	$1,324.43	$1,390.66	$1,460.19	$1,533.20
1274	Auditor-Accountant	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
1275	Auditor-Accountant, Associate	38	$17.8600	$18.7530	$19.6907	$20.6752	$21.7090	$22.7945	$23.9342	$1,428.80	$1,500.24	$1,575.26	$1,654.02	$1,736.72	$1,823.56	$1,914.74
1224	Auditor-Appraiser	39	$18.3065	$19.2218	$20.1829	$21.1920	$22.2516	$23.3642	$24.5324	$1,464.52	$1,537.74	$1,614.63	$1,695.36	$1,780.13	$1,869.14	$1,962.59
1223	Auditor-Appraiser, Senior	43	$20.2070	$21.2174	$22.2783	$23.3922	$24.5618	$25.7899	$27.0794	$1,616.56	$1,697.39	$1,782.26	$1,871.38	$1,964.94	$2,063.19	$2,166.35
4144	Behavioral Health Counselor I	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
4143	Behavioral Health Counselor II	39	$18.3065	$19.2218	$20.1829	$21.1920	$22.2516	$23.3642	$24.5324	$1,464.52	$1,537.74	$1,614.63	$1,695.36	$1,780.13	$1,869.14	$1,962.59
4174	Behavioral Health Education Specialist	40	$18.7642	$19.7024	$20.6875	$21.7219	$22.8080	$23.9484	$25.1458	$1,501.14	$1,576.19	$1,655.00	$1,737.75	$1,824.64	$1,915.87	$2,011.66
4175	Behavioral Health Education Specialist, Associate	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
4173	Behavioral Health Education Specialist, Senior	44	$20.7122	$21.7478	$22.8352	$23.9770	$25.1759	$26.4347	$27.7564	$1,656.98	$1,739.82	$1,826.82	$1,918.16	$2,014.07	$2,114.78	$2,220.51
4616	Building Crafts Worker	30	$14.6586	$15.3915	$16.1611	$16.9692	$17.8177	$18.7086	$19.6440	$1,172.69	$1,231.32	$1,292.89	$1,357.54	$1,425.42	$1,496.69	$1,571.52
4615	Building Crafts Worker, Senior	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
3308	Building Inspector	43	$20.2070	$21.2174	$22.2783	$23.3922	$24.5618	$25.7899	$27.0794	$1,616.56	$1,697.39	$1,782.26	$1,871.38	$1,964.94	$2,063.19	$2,166.35
3309	Building Inspector, Senior	47	$22.3048	$23.4200	$24.5910	$25.8206	$27.1116	$28.4672	$29.8906	$1,784.38	$1,873.60	$1,967.28	$2,065.65	$2,168.93	$2,277.38	$2,391.25
3306	Building Plans Examiner	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
1237	Cadastral Drafting Aide	25	$12.9561	$13.6039	$14.2841	$14.9983	$15.7482	$16.5356	$17.3624	$1,036.49	$1,088.31	$1,142.73	$1,199.86	$1,259.86	$1,322.85	$1,388.99
1235	Cadastral Drafting Technician	34	$16.1803	$16.9893	$17.8388	$18.7307	$19.6672	$20.6506	$21.6831	$1,294.42	$1,359.14	$1,427.10	$1,498.46	$1,573.38	$1,652.05	$1,734.65
3737	Child Support Assistant	26	$13.2800	$13.9440	$14.6412	$15.3733	$16.1420	$16.9491	$17.7966	$1,062.40	$1,115.52	$1,171.30	$1,229.86	$1,291.36	$1,355.93	$1,423.73
3735	Child Support Specialist	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
3734	Child Support Specialist, Senior	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
4082	Client Services Specialist	30	$14.6586	$15.3915	$16.1611	$16.9692	$17.8177	$18.7086	$19.6440	$1,172.69	$1,231.32	$1,292.89	$1,357.54	$1,425.42	$1,496.69	$1,571.52
4081	Client Services Specialist, Senior	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
3503	Code Enforcement Officer	43	$20.2070	$21.2174	$22.2783	$23.3922	$24.5618	$25.7899	$27.0794	$1,616.56	$1,697.39	$1,782.26	$1,871.38	$1,964.94	$2,063.19	$2,166.35
3109	Commission Clerk	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
1048	Contract Specialist	38	$17.8600	$18.7530	$19.6907	$20.6752	$21.7090	$22.7945	$23.9342	$1,428.80	$1,500.24	$1,575.26	$1,654.02	$1,736.72	$1,823.56	$1,914.74
1049	Contract Specialist, Senior	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
4927	Contracts/Procurement Agent, Associate	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
6874	Cook	19	$11.1720	$11.7306	$12.3171	$12.9330	$13.5797	$14.2587	$14.9716	$893.76	$938.45	$985.37	$1,034.64	$1,086.38	$1,140.70	$1,197.73
6873	Cook, Senior	23	$12.3318	$12.9484	$13.5958	$14.2756	$14.9894	$15.7389	$16.5258	$986.54	$1,035.87	$1,087.66	$1,142.05	$1,199.15	$1,259.11	$1,322.06
4947	Courier	18	$10.8995	$11.4445	$12.0167	$12.6175	$13.2484	$13.9108	$14.6063	$871.96	$915.56	$961.34	$1,009.40	$1,059.87	$1,112.86	$1,168.50
6852	Crime Prevention Officer	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
6848	Criminal Records Specialist	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
4031	Dental Hygienist	40	$18.7642	$19.7024	$20.6875	$21.7219	$22.8080	$23.9484	$25.1458	$1,501.14	$1,576.19	$1,655.00	$1,737.75	$1,824.64	$1,915.87	$2,011.66
4618	Department Utility Worker	26	$13.2800	$13.9440	$14.6412	$15.3733	$16.1420	$16.9491	$17.7966	$1,062.40	$1,115.52	$1,171.30	$1,229.86	$1,291.36	$1,355.93	$1,423.73
1135	Deputy County Clerk I	19	$11.1720	$11.7306	$12.3171	$12.9330	$13.5797	$14.2587	$14.9716	$893.76	$938.45	$985.37	$1,034.64	$1,086.38	$1,140.70	$1,197.73
1144	Deputy County Clerk-Registrar II	25	$12.9561	$13.6039	$14.2841	$14.9983	$15.7482	$16.5356	$17.3624	$1,036.49	$1,088.31	$1,142.73	$1,199.86	$1,259.86	$1,322.85	$1,388.99
1143	Deputy County Clerk-Registrar III	31	$15.0251	$15.7764	$16.5652	$17.3935	$18.2632	$19.1764	$20.1352	$1,202.01	$1,262.11	$1,325.22	$1,391.48	$1,461.06	$1,534.11	$1,610.82
1134	Deputy County Clerk-Recorder II	25	$12.9561	$13.6039	$14.2841	$14.9983	$15.7482	$16.5356	$17.3624	$1,036.49	$1,088.31	$1,142.73	$1,199.86	$1,259.86	$1,322.85	$1,388.99
1133	Deputy County Clerk-Recorder III	31	$15.0251	$15.7764	$16.5652	$17.3935	$18.2632	$19.1764	$20.1352	$1,202.01	$1,262.11	$1,325.22	$1,391.48	$1,461.06	$1,534.11	$1,610.82
7020	District Attomey Victim Counselor	38	$17.8600	$18.7530	$19.6907	$20.6752	$21.7090	$22.7945	$23.9342	$1,428.80	$1,500.24	$1,575.26	$1,654.02	$1,736.72	$1,823.56	$1,914.74
4310	Electronic Recycling Attendant	34	$16.1803	$16.9893	$17.8388	$18.7307	$19.6672	$20.6506	$21.6831	$1,294.42	$1,359.14	$1,427.10	$1,498.46	$1,573.38	$1,652.05	$1,734.65
4337	Engineering Aide	31	$15.0251	$15.7764	$16.5652	$17.3935	$18.2632	$19.1764	$20.1352	$1,202.01	$1,262.11	$1,325.22	$1,391.48	$1,461.06	$1,534.11	$1,610.82
4325	Engineering Technician, Assistant	39	$18.3065	$19.2218	$20.1829	$21.1920	$22.2516	$23.3642	$24.5324	$1,464.52	$1,537.74	$1,614.63	$1,695.36	$1,780.13	$1,869.14	$1,962.59
4324	Engineering Technician, Associate	43	$20.2070	$21.2174	$22.2783	$23.3922	$24.5618	$25.7899	$27.0794	$1,616.56	$1,697.39	$1,782.26	$1,871.38	$1,964.94	$2,063.19	$2,166.35
4323	Engineering Technician, Senior	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
4016	Environmental Health Specialist	43	$20.2070	$21.2174	$22.2783	$23.3922	$24.5618	$25.7899	$27.0794	$1,616.56	$1,697.39	$1,782.26	$1,871.38	$1,964.94	$2,063.19	$2,166.35
4017	Environmental Health Specialist, Associate	39	$18.3065	$19.2218	$20.1829	$21.1920	$22.2516	$23.3642	$24.5324	$1,464.52	$1,537.74	$1,614.63	$1,695.36	$1,780.13	$1,869.14	$1,962.59
4015	Environmental Health Specialist, Senior	47	$22.3048	$23.4200	$24.5910	$25.8206	$27.1116	$28.4672	$29.8906	$1,784.38	$1,873.60	$1,967.28	$2,065.65	$2,168.93	$2,277.38	$2,391.25
4019	Environmental Health Technician	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
4508	Equipment Mechanic, Assistant	30	$14.6586	$15.3915	$16.1611	$16.9692	$17.8177	$18.7086	$19.6440	$1,172.69	$1,231.32	$1,292.89	$1,357.54	$1,425.42	$1,496.69	$1,571.52
6858	Evidence/Photographic Technician	34	$16.1803	$16.9893	$17.8388	$18.7307	$19.6672	$20.6506	$21.6831	$1,294.42	$1,359.14	$1,427.10	$1,498.46	$1,573.38	$1,652.05	$1,734.65
4613	Facilities Maintenance Specialist, Lead	39	$18.3065	$19.2218	$20.1829	$21.1920	$22.2516	$23.3642	$24.5324	$1,464.52	$1,537.74	$1,614.63	$1,695.36	$1,780.13	$1,869.14	$1,962.59

SECTION 57
SALARY PLAN FOR CLASSIFIED POSITIONS

REFERENCE C (effective the Pay Period Beginning 07/07/12)
GENERAL (BCEA) UNIT CLASSIFICATIONS

1288	Financial Technician	33	$15.7857	$16.5750	$17.4038	$18.2740	$19.1877	$20.1471	$21.1545	$1,262.86	$1,326.00	$1,392.30	$1,461.92	$1,535.02	$1,611.77	$1,692.36
1287	Financial Technician, Senior	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
1061	Fleet Administrative Assistant	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
4153	Forensic Coordinator	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
3205	GIS Technician	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
4943	Graphics Machine Operator	24	$12.6401	$13.2721	$13.9357	$14.6325	$15.3641	$16.1323	$16.9389	$1,011.21	$1,061.77	$1,114.86	$1,170.60	$1,229.13	$1,290.58	$1,355.11
4715	Grounds Maintenance Worker	24	$12.6401	$13.2721	$13.9357	$14.6325	$15.3641	$16.1323	$16.9389	$1,011.21	$1,061.77	$1,114.86	$1,170.60	$1,229.13	$1,290.58	$1,355.11
4713	Grounds Maintenance Worker, Lead	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
4714	Grounds Maintenance Worker, Senior	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
4021	Hazardous Materials Management Specialist	45	$21.2300	$22.2915	$23.4061	$24.5764	$25.8052	$27.0955	$28.4503	$1,698.40	$1,783.32	$1,872.49	$1,966.11	$2,064.42	$2,167.64	$2,276.02
4022	Hazardous Materials Management Specialist, Associate	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
4020	Hazardous Materials Management Specialist, Senior	48	$22.8624	$24.0055	$25.2058	$26.4661	$27.7894	$29.1789	$30.6378	$1,828.99	$1,920.44	$2,016.46	$2,117.29	$2,223.15	$2,334.31	$2,451.02
4506	Heavy Equipment Mechanic	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
4503	Heavy Equipment Mechanic, Lead	42	$19.7141	$20.6998	$21.7348	$22.8215	$23.9626	$25.1607	$26.4187	$1,577.13	$1,655.98	$1,738.78	$1,825.72	$1,917.01	$2,012.86	$2,113.50
4505	Heavy Equipment Mechanic, Senior	38	$17.8600	$18.7530	$19.6907	$20.6752	$21.7090	$22.7945	$23.9342	$1,428.80	$1,500.24	$1,575.26	$1,654.02	$1,736.72	$1,823.56	$1,914.74
1344	Information Systems Technician	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
1345	Information Systems Technician, Associate	29	$14.3011	$15.0162	$15.7670	$16.5554	$17.3832	$18.2524	$19.1650	$1,144.09	$1,201.30	$1,261.36	$1,324.43	$1,390.66	$1,460.19	$1,533.20
4917	Inventory/Warehouse Specialist	22	$12.0310	$12.6326	$13.2642	$13.9274	$14.6238	$15.3550	$16.1228	$962.48	$1,010.61	$1,061.14	$1,114.19	$1,169.90	$1,228.40	$1,289.82
4918	Inventory/Warehouse Specialist, Senior	26	$13.2800	$13.9440	$14.6412	$15.3733	$16.1420	$16.9491	$17.7966	$1,062.40	$1,115.52	$1,171.30	$1,229.86	$1,291.36	$1,355.93	$1,423.73
7018	Investigative Assistant	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
4815	Janitor	16	$10.3743	$10.8930	$11.4377	$12.0096	$12.6101	$13.2406	$13.9026	$829.94	$871.44	$915.02	$960.77	$1,008.81	$1,059.25	$1,112.21
4813	Janitor, Lead	20	$11.4513	$12.0239	$12.6251	$13.2564	$13.9192	$14.6152	$15.3460	$916.10	$961.91	$1,010.01	$1,060.51	$1,113.54	$1,169.22	$1,227.68
4345	Landfill Equipment Operator	34	$16.1803	$16.9893	$17.8388	$18.7307	$19.6672	$20.6506	$21.6831	$1,294.42	$1,359.14	$1,427.10	$1,498.46	$1,573.38	$1,652.05	$1,734.65
4344	Landfill Equipment Operator, Senior	38	$17.8600	$18.7530	$19.6907	$20.6752	$21.7090	$22.7945	$23.9342	$1,428.80	$1,500.24	$1,575.26	$1,654.02	$1,736.72	$1,823.56	$1,914.74
4348	Landfill Maintenance Worker	19	$11.1720	$11.7306	$12.3171	$12.9330	$13.5797	$14.2587	$14.9716	$893.76	$938.45	$985.37	$1,034.64	$1,086.38	$1,140.70	$1,197.73
4347	Landfill Maintenance Worker, Senior	22	$12.0310	$12.6326	$13.2642	$13.9274	$14.6238	$15.3550	$16.1228	$962.48	$1,010.61	$1,061.14	$1,114.19	$1,169.90	$1,228.40	$1,289.82
4354	Landfill Scale Attendant	23	$12.3318	$12.9484	$13.5958	$14.2756	$14.9894	$15.7389	$16.5258	$986.54	$1,035.87	$1,087.66	$1,142.05	$1,199.15	$1,259.11	$1,322.06
4353	Landfill Scale Attendant, Senior	27	$13.6120	$14.2926	$15.0072	$15.7576	$16.5455	$17.3728	$18.2414	$1,088.96	$1,143.41	$1,200.58	$1,260.61	$1,323.64	$1,389.82	$1,459.31
7029	Legal Clerk	23	$12.3318	$12.9484	$13.5958	$14.2756	$14.9894	$15.7389	$16.5258	$986.54	$1,035.87	$1,087.66	$1,142.05	$1,199.15	$1,259.11	$1,322.06
7027	Legal Office Specialist	26	$13.2800	$13.9440	$14.6412	$15.3733	$16.1420	$16.9491	$17.7966	$1,062.40	$1,115.52	$1,171.30	$1,229.86	$1,291.36	$1,355.93	$1,423.73
7028	Legal Secretary	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
7025	Legal Secretary, Senior	31	$15.0251	$15.7764	$16.5652	$17.3935	$18.2632	$19.1764	$20.1352	$1,202.01	$1,262.11	$1,325.22	$1,391.48	$1,461.06	$1,534.11	$1,610.82
2815	Library Assistant	22	$12.0310	$12.6326	$13.2642	$13.9274	$14.6238	$15.3550	$16.1228	$962.48	$1,010.61	$1,061.14	$1,114.19	$1,169.90	$1,228.40	$1,289.82
2814	Library Assistant, Senior	26	$13.2800	$13.9440	$14.6412	$15.3733	$16.1420	$16.9491	$17.7966	$1,062.40	$1,115.52	$1,171.30	$1,229.86	$1,291.36	$1,355.93	$1,423.73
4038	Licensed Vocational Nurse	34	$16.1803	$16.9893	$17.8388	$18.7307	$19.6672	$20.6506	$21.6831	$1,294.42	$1,359.14	$1,427.10	$1,498.46	$1,573.38	$1,652.05	$1,734.65
4058	Medical Records Technician	19	$11.1720	$11.7306	$12.3171	$12.9330	$13.5797	$14.2587	$14.9716	$893.76	$938.45	$985.37	$1,034.64	$1,086.38	$1,140.70	$1,197.73
4061	Medical Records Technician, Senior	23	$12.3318	$12.9484	$13.5958	$14.2756	$14.9894	$15.7389	$16.5258	$986.54	$1,035.87	$1,087.66	$1,142.05	$1,199.15	$1,259.11	$1,322.06
4157	Mental Health Worker	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
4068	Nutrition Specialist	25	$12.9561	$13.6039	$14.2841	$14.9983	$15.7482	$16.5356	$17.3624	$1,036.49	$1,088.31	$1,142.73	$1,199.86	$1,259.86	$1,322.85	$1,388.99
4067	Nutrition Specialist, Senior	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
4048	Occupational Therapist	51	$24.6204	$25.8514	$27.1440	$28.5012	$29.9263	$31.4226	$32.9937	$1,969.63	$2,068.11	$2,171.52	$2,280.10	$2,394.10	$2,513.81	$2,639.50
4070	Occupational Therapist, Senior	55	$27.1763	$28.5351	$29.9619	$31.4600	$33.0330	$34.6847	$36.4189	$2,174.10	$2,282.81	$2,396.95	$2,516.80	$2,642.64	$2,774.78	$2,913.51
1057	Office Assistant	15	$10.1213	$10.6274	$11.1588	$11.7167	$12.3025	$12.9176	$13.5635	$809.70	$850.19	$892.70	$937.34	$984.20	$1,033.41	$1,085.08
1056	Office Specialist	19	$11.1720	$11.7306	$12.3171	$12.9330	$13.5797	$14.2587	$14.9716	$893.76	$938.45	$985.37	$1,034.64	$1,086.38	$1,140.70	$1,197.73
1055	Office Specialist, Senior	23	$12.3318	$12.9484	$13.5958	$14.2756	$14.9894	$15.7389	$16.5258	$986.54	$1,035.87	$1,087.66	$1,142.05	$1,199.15	$1,259.11	$1,322.06
4509	Parts Supply Clerk	23	$12.3318	$12.9484	$13.5958	$14.2756	$14.9894	$15.7389	$16.5258	$986.54	$1,035.87	$1,087.66	$1,142.05	$1,199.15	$1,259.11	$1,322.06
1360	Payroll Specialist	38	$17.8600	$18.7530	$19.6907	$20.6752	$21.7090	$22.7945	$23.9342	$1,428.80	$1,500.24	$1,575.26	$1,654.02	$1,736.72	$1,823.56	$1,914.74
1361	Payroll Specialist, Senior	40	$18.7642	$19.7024	$20.6875	$21.7219	$22.8080	$23.9484	$25.1458	$1,501.14	$1,576.19	$1,655.00	$1,737.75	$1,824.64	$1,915.87	$2,011.66
3404	Permit Assistant	30	$14.6586	$15.3915	$16.1611	$16.9692	$17.8177	$18.7086	$19.6440	$1,172.69	$1,231.32	$1,292.89	$1,357.54	$1,425.42	$1,496.69	$1,571.52
3403	Permit Technician	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
4049	Physical Therapist	51	$24.6204	$25.8514	$27.1440	$28.5012	$29.9263	$31.4226	$32.9937	$1,969.63	$2,068.11	$2,171.52	$2,280.10	$2,394.10	$2,513.81	$2,639.50
4071	Physical Therapist, Senior	55	$27.1763	$28.5351	$29.9619	$31.4600	$33.0330	$34.6847	$36.4189	$2,174.10	$2,282.81	$2,396.95	$2,516.80	$2,642.64	$2,774.78	$2,913.51
3107	Planning Technician	33	$15.7857	$16.5750	$17.4038	$18.2740	$19.1877	$20.1471	$21.1545	$1,262.86	$1,326.00	$1,392.30	$1,461.92	$1,535.02	$1,611.77	$1,692.36
5517	Probation Technician	30	$14.6586	$15.3915	$16.1611	$16.9692	$17.8177	$18.7086	$19.6440	$1,172.69	$1,231.32	$1,292.89	$1,357.54	$1,425.42	$1,496.69	$1,571.52
1216	Property Appraisal Specialist	31	$15.0251	$15.7764	$16.5652	$17.3935	$18.2632	$19.1764	$20.1352	$1,202.01	$1,262.11	$1,325.22	$1,391.48	$1,461.06	$1,534.11	$1,610.82
1214	Property Appraiser	38	$17.8600	$18.7530	$19.6907	$20.6752	$21.7090	$22.7945	$23.9342	$1,428.80	$1,500.24	$1,575.26	$1,654.02	$1,736.72	$1,823.56	$1,914.74
1211	Property Appraiser, Principal	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
1213	Property Appraiser, Senior	42	$19.7141	$20.6998	$21.7348	$22.8215	$23.9626	$25.1607	$26.4187	$1,577.13	$1,655.98	$1,738.78	$1,825.72	$1,917.01	$2,012.86	$2,113.50
4155	Psychiatric Technician	35	$16.5848	$17.4140	$18.2847	$19.1989	$20.1588	$21.1667	$22.2250	$1,326.78	$1,393.12	$1,462.78	$1,535.91	$1,612.70	$1,693.34	$1,778.00
4154	Psychiatric Technician, Senior	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
4056	Public Health Assistant	23	$12.3318	$12.9484	$13.5958	$14.2756	$14.9894	$15.7389	$16.5258	$986.54	$1,035.87	$1,087.66	$1,142.05	$1,199.15	$1,259.11	$1,322.06
4055	Public Health Assistant, Senior	26	$13.2800	$13.9440	$14.6412	$15.3733	$16.1420	$16.9491	$17.7966	$1,062.40	$1,115.52	$1,171.30	$1,229.86	$1,291.36	$1,355.93	$1,423.73
4076	Public Health Education Specialist	40	$18.7642	$19.7024	$20.6875	$21.7219	$22.8080	$23.9484	$25.1458	$1,501.14	$1,576.19	$1,655.00	$1,737.75	$1,824.64	$1,915.87	$2,011.66
4077	Public Health Education Specialist, Associate	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
4075	Public Health Education Specialist, Senior	44	$20.7122	$21.7478	$22.8352	$23.9770	$25.1759	$26.4347	$27.7564	$1,656.98	$1,739.82	$1,826.82	$1,918.16	$2,014.07	$2,114.78	$2,220.51
4053	Public Health Laboratory Aide	20	$11.4513	$12.0239	$12.6251	$13.2564	$13.9192	$14.6152	$15.3460	$916.10	$961.91	$1,010.01	$1,060.51	$1,113.54	$1,169.22	$1,227.68
4054	Public Health Laboratory Technician	27	$13.6120	$14.2926	$15.0072	$15.7576	$16.5455	$17.3728	$18.2414	$1,088.96	$1,143.41	$1,200.58	$1,260.61	$1,323.64	$1,389.82	$1,459.31
4065	Public Health Nutritionist	43	$20.2070	$21.2174	$22.2783	$23.3922	$24.5618	$25.7899	$27.0794	$1,616.56	$1,697.39	$1,782.26	$1,871.38	$1,964.94	$2,063.19	$2,166.35
6833	Public Safety Dispatcher	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
6832	Public Safety Dispatcher, Lead	40	$18.7642	$19.7024	$20.6875	$21.7219	$22.8080	$23.9484	$25.1458	$1,501.14	$1,576.19	$1,655.00	$1,737.75	$1,824.64	$1,915.87	$2,011.66
4309	Recycling Coordinator	51	$24.6204	$25.8514	$27.1440	$28.5012	$29.9263	$31.4226	$32.9937	$1,969.63	$2,068.11	$2,171.52	$2,280.10	$2,394.10	$2,513.81	$2,639.50
1269	Revenue and Reimbursement Officer	30	$14.6586	$15.3915	$16.1611	$16.9692	$17.8177	$18.7086	$19.6440	$1,172.69	$1,231.32	$1,292.89	$1,357.54	$1,425.42	$1,496.69	$1,571.52
1268	Revenue and Reimbursement Officer, Senior	35	$16.5848	$17.4140	$18.2847	$19.1989	$20.1588	$21.1667	$22.2250	$1,326.78	$1,393.12	$1,462.78	$1,535.91	$1,612.70	$1,693.34	$1,778.00
1284	Revenue Recovery Specialist	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
4418	Road Maintenance Assistant	20	$11.4513	$12.0239	$12.6251	$13.2564	$13.9192	$14.6152	$15.3460	$916.10	$961.91	$1,010.01	$1,060.51	$1,113.54	$1,169.22	$1,227.68

SECTION 57
SALARY PLAN FOR CLASSIFIED POSITIONS

REFERENCE C (effective the Pay Period Beginning 07/07/12)
GENERAL (BCEA) UNIT CLASSIFICATIONS

4416	Road Maintenance Worker	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
4413	Road Maintenance Worker, Lead	35	$16.5848	$17.4140	$18.2847	$19.1989	$20.1588	$21.1667	$22.2250	$1,326.78	$1,393.12	$1,462.78	$1,535.91	$1,612.70	$1,693.34	$1,778.00
4415	Road Maintenance Worker, Senior	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
6847	Sheriff's Clerk I	19	$11.1720	$11.7306	$12.3171	$12.9330	$13.5797	$14.2587	$14.9716	$893.76	$938.45	$985.37	$1,034.64	$1,086.38	$1,140.70	$1,197.73
6846	Sheriff's Clerk II	24	$12.6401	$13.2721	$13.9357	$14.6325	$15.3641	$16.1323	$16.9389	$1,011.21	$1,061.77	$1,114.86	$1,170.60	$1,229.13	$1,290.58	$1,355.11
6845	Sheriff's Clerk III	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
6844	Sheriff's Clerk - Substation Coordinator	30	$14.6586	$15.3915	$16.1611	$16.9692	$17.8177	$18.7086	$19.6440	$1,172.69	$1,231.32	$1,292.89	$1,357.54	$1,425.42	$1,496.69	$1,571.52
6842	Sheriff Security Officer	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
6843	Sheriff's Warrant Officer	36	$16.9994	$17.8494	$18.7419	$19.6790	$20.6630	$21.6962	$22.7810	$1,359.95	$1,427.95	$1,499.35	$1,574.32	$1,653.04	$1,735.70	$1,822.48
2812	Technical Services Specialist	26	$13.2800	$13.9440	$14.6412	$15.3733	$16.1420	$16.9491	$17.7966	$1,062.40	$1,115.52	$1,171.30	$1,229.86	$1,291.36	$1,355.93	$1,423.73
1296	Telecommunications Specialist	37	$17.4244	$18.2956	$19.2104	$20.1709	$21.1794	$22.2384	$23.3503	$1,393.95	$1,463.65	$1,536.83	$1,613.67	$1,694.35	$1,779.07	$1,868.02
1295	Telecommunications Specialist, Senior	41	$19.2333	$20.1950	$21.2048	$22.2650	$23.3783	$24.5472	$25.7746	$1,538.66	$1,615.60	$1,696.38	$1,781.20	$1,870.26	$1,963.78	$2,061.97
1293	Telecommunications Technician	46	$21.7608	$22.8488	$23.9912	$25.1908	$26.4503	$27.7728	$29.1614	$1,740.86	$1,827.90	$1,919.30	$2,015.26	$2,116.02	$2,221.82	$2,332.91
1292	Telecommunications Technician, Senior	50	$24.0199	$25.2209	$26.4819	$27.8060	$29.1963	$30.6561	$32.1889	$1,921.59	$2,017.67	$2,118.55	$2,224.48	$2,335.70	$2,452.49	$2,575.11
4060	Therapy Aide	38	$17.8600	$18.7530	$19.6907	$20.6752	$21.7090	$22.7945	$23.9342	$1,428.80	$1,500.24	$1,575.26	$1,654.02	$1,736.72	$1,823.56	$1,914.74
4436	Traffic Control Worker	28	$13.9523	$14.6499	$15.3824	$16.1515	$16.9591	$17.8071	$18.6975	$1,116.18	$1,171.99	$1,230.59	$1,292.12	$1,356.73	$1,424.57	$1,495.80
4433	Traffic Control Worker, Lead	35	$16.5848	$17.4140	$18.2847	$19.1989	$20.1588	$21.1667	$22.2250	$1,326.78	$1,393.12	$1,462.78	$1,535.91	$1,612.70	$1,693.34	$1,778.00
4435	Traffic Control Worker, Senior	32	$15.4007	$16.1707	$16.9792	$17.8282	$18.7196	$19.6556	$20.6384	$1,232.06	$1,293.66	$1,358.34	$1,426.26	$1,497.57	$1,572.45	$1,651.07
4510	Vehicle Service Worker	23	$12.3318	$12.9484	$13.5958	$14.2756	$14.9894	$15.7389	$16.5258	$986.54	$1,035.87	$1,087.66	$1,142.05	$1,199.15	$1,259.11	$1,322.06
4936	Veteran's Service Representative	35	$16.5848	$17.4140	$18.2847	$19.1989	$20.1588	$21.1667	$22.2250	$1,326.78	$1,393.12	$1,462.78	$1,535.91	$1,612.70	$1,693.34	$1,778.00
7010	Victim Witness Advocate	30	$14.6586	$15.3915	$16.1611	$16.9692	$17.8177	$18.7086	$19.6440	$1,172.69	$1,231.32	$1,292.89	$1,357.54	$1,425.42	$1,496.69	$1,571.52
4059	Vital Statistics Records Specialist	25	$12.9561	$13.6039	$14.2841	$14.9983	$15.7482	$16.5356	$17.3624	$1,036.49	$1,088.31	$1,142.73	$1,199.86	$1,259.86	$1,322.85	$1,388.99

ATTACHMENT B
Stewards Release Form

GENERAL UNIT
PROCEDURE FOR RELEASE OF EMPLOYEES AND
STEWARDS FOR REPRESENTATION OF EMPLOYEES

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

Stewards contacted for assistance in representation will obtain their supervisor's approval for the time and duration requested. Supervisors are to provide Stewards reasonable time to represent employees, but may restrict release in cases of emergencies, lack of coverage, or where essential services may not be interrupted. Should a Steward not be able to be released when the employee has been approved for release, contact should be made with the Chief Steward or paid staff of the Association to obtain a Steward or a paid representative that is able to meet with the employee during the time the employee has been released. If no other Steward or paid representative is able to provide representation when needed, the Steward should advise and work with his/her supervisor and the supervisor of the employee to arrange a mutual time when the employee and his/her representative may meet.

EMPLOYEE REPRESENTATION RELEASE RECORD

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

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

EMPLOYEE REPRESENTATION RELEASE TIME RECORD

Name of Steward/Employee Representative _____

****

Employee/Department Requesting Representation:

_____

Reason: [ ] Grievance [ ] Discipline Appeal [ ] Meet & Confer

Time of Representation: _____ to _____

Employee Signature: _____ Date: _____

****

Employee's Supervisor: _____

Time of Request: _____

Release Time Approved: _____ to _____

Actual Release Time: _____ to _____

Supervisor's Signature: _____ Date: _____

****

Steward/Employee Representative Supervisor:

_____

Time Request Made: _____ Date: _____

Time Granted: _____ to _____

Actual Time: _____ to _____

Supervisor's Signature: _____ Date: _____

Steward/Employee Representative Signature: _____ Date: _____

EXHIBIT I - Flexible Benefits Options

Butte County Flexible Benefits Options

Employee A

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

    a. A PERS medical option.

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

    c. Vision Services Plan.

2. Flexible Benefit Options.

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

    b. Pre-Tax spending accounts:

        Dependent Care.

        Unreimbursed medical expenses.

Employee B

1. Flexible Benefit Options.

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

    b. Pre-Tax spending accounts:

        Dependent Care.

        Unreimbursed medical expenses.