MEMORANDUM OF UNDERSTANDING

2012-2013

BETWEEN THE COUNTY OF BUTTE
AND
BUTTE COUNTY EMPLOYEES' ASSOCIATION
SOCIAL SERVICES WORKERS' UNIT

TABLE OF CONTENTS

1.00 RECOGNITION 1
2.00 MANAGEMENT RIGHTS 1
3.00 ASSOCIATION SECURITY 2
3.01 General Provisions 2
3.02 Maintenance of Membership 2
3.03 Agency Shop 2
3.04 Dues/Service Fees 3
3.05 County Responsibilities 3
3.06 Religious Beliefs 3
3.07 Association Responsibilities 4
3.08 Indemnification and Hold Harmless 4
4.00 ASSOCIATION RIGHTS 4
4.01 Access to Employees 4
4.02 Bulletin Boards 4
4.03 Use of County Facilities and Resources 5
4.04 Internal Communications 5
4.05 New Classifications 5
4.06 New Employee Orientation 6
5.00 ASSOCIATION REPRESENTATIVES 6
5.01 Negotiators 6
5.02 Shop Stewards 6
6.00 RELEASE TIME FOR ASSOCIATION BUSINESS 7
7.00 NON-DISCRIMINATION 7
7.01 Affirmative Action 7
7.02 Individual Rights 8
7.03 Regulation Updates 8
8.00 PERSONNEL FILES 8
8.01 Performance Evaluations 8
8.02 Performance/Work Standards 8
9.00 HOURS OF WORK AND RESTRICTIONS 9
9.01 Work Schedules 9
9.02 Alternate Schedules 9
9.03 Meal Periods 9
9.04 Rest Periods 9
9.05 Designated Rest Areas 10
10.00 OVERTIME 10
10.01 Eligible Positions 10
10.02 Overtime Defined 10
10.03 Overtime Authorization 10
10.04 Overtime Compensation 10
10.05 Accumulated Compensatory Time Off 10
10.06 Fringe Benefits Not Affected By Overtime 10
10.07 Overtime Rate 11
10.08 Extended Overtime 11
11.00 VACATION LEAVE 11
11.01 Accrual 11
11.02 Vacation Eligibility 11
11.03 Vacation Carryover 11
11.04 Vacation Payout 11

11.05 Vacation Scheduling 11
11.06 Vacation Buy-Back 11
12.00 SICK LEAVE 12
12.01 Sick Leave Accrual 12
12.02 Uses of Sick Leave 12
13.03 Reporting Requirement 12
12.04 Medical Reports 12
12.05 Payment of Sick Leave 12
12.06 Sick Leave Buy-Back Option 12
12.07 Donation of Paid Time 12
13.00 LEAVES OF ABSENCE 13
13.01 Bereavement Leave 13
13.02 Industrial Disability Leave With Pay 13
13.03 Industrial Disability Leave Without Pay 13
13.04 Military Leave 13
13.05 Family Leave 13
13.06 Jury and Witness Leaves 13
13.07 Paid Administrative Leave 14
13.08 Voluntary Furlough Program 14
14.00 HOLIDAYS 17
14.01 Holidays Defined 17
14.02 Eligibility for Holiday Pay 17
14.03 Holiday Compensation 17
15.00 COMPENSATION 17
15.01 Salary 17
15.02 Rate of Pay 17
15.03 Shift Differential Pay 17
15.04 Temporary Assignment in Higher Paid Classifications 18
15.05 Bilingual Pay Differential 18
15.06 Call Back 18
15.07 Stand by Pay 18
15.08 Tuition Reimbursement 19
16.00 UNEMPLOYMENT INSURANCE 19
17.00 HEALTH AND INSURANCE PLANS 19
17.01 Employee Health Plan Eligibility 19
17.02 Description 20
17.03 Participation Levels 20
17.04 Administration 21
17.05 Retired Employee Options 21
17.06 Benefit Plan Review Committee 23
18.00 RETIREMENT PLAN 23
18.01 Membership 23
18.02 Retirement Contribution 23
18.03 Retirement Credit for Sick Leave 23
19.00 REIMBURSEMENT OF EXPENSES 24
19.01 Expenses for Mileage 24
19.02 Professional Enhancement 24
20.00 EMPLOYMENT AND SOCIAL SERVICES STAFFING 24
21.00 DISCIPLINARY ACTION 24
21.01 Right to Representation 24
21.02 Notice to Association 25

21.03 Disciplinary Appeals....25
21.04 Definition of Discipline....25
21.05 Pre-Disciplinary Notice....25
22.00 GRIEVANCE PROCEDURE....25
22.01 Intent....25
22.02 Definition and Scope of a Grievance....26
22.03 Grievance Procedure Steps....26
22.04 Consistent Awards....28
22.05 Administration of the Grievance Procedure....28
22.06 Notice....29
23.00 SAFETY....29
23.01 Safe Working Conditions....29
23.02 County Safety Committee....30
24.00 TRANSFER AND PROMOTIONAL OPPORTUNITY....30
24.01 Transfer Preference....30
24.02 Promotional Interviews....30
25.00 LABOR/MANAGMENT COOPERATION....30
26.00 SALARY STEP ANNIVERARY DATE....30
27.00 CAREER LADDERS....30
28.00 DISASTER PROTOCOL....31
29.00 DISABILITY INSURANCE....31
30.00 LAYOFF AND REINSTATMENT....31
31.00 PROBATIONARY PERIOD....31
32.00 SMOKING POLICY....31
33.00 TRAINING....32
34.00 WORKLOAD/DISCIPLINE....32
35.00 ASSIGNMENT REQUESTS....32
36.00 PERSONNEL RULES....32
37.00 EMPLOYEE ASSISTANCE PROGRAM....32
38.00 IRS-125 PLAN....32
39.00 PAST PRACITCES....32
40.00 SIDE LETTERS....33
41.00 TRAVEL POLICY....33
42.00 MEDICAL LEAVE POLICY....33
43.00 AGREEMENT....33
43.01 FULL AGREEMENT....33
44.00 ENACTMENT....33
45.00 SAVINGS CLAUSE....33
46.00 PEACEFUL PERFORMANCE....34
47.00 TERM OF MEMORANDUM....34

ATTACHMENT A-SALARY PLAN

EXHIBIT I- FLEXIBLE BENEFIT OPTIONS

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF BUTTE
AND
BUTTE COUNTY EMPLOYEES' ASSOCIATION
SOCIAL SERVICES WORKERS UNIT

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

1.00 RECOGNITION

The County hereby recognizes the Butte County Employees Association, as the exclusive representative for employees in classifications designated for inclusion in the Social Services Workers Unit of County employees pursuant to Section 3501(b) of the California Government Code and the County Employer/Employee Relations Policy set forth in Chapter 1 of the Butte County Personnel Rules. The County agrees that it will not meet and confer or otherwise deal with any other organization on employee relations matters which are within the scope of representation and which affect employees in the Social Services Workers Unit. Such designated classifications are attached hereto as 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 Human Resources Department with a written authorization form or a form provided by the County, signed by the unit member authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County shall, through the Human Resources Department, forward in a timely manner payroll deductions withheld from employees within the unit. The Association shall immediately notify the Human Resources Department of any cancellation or change in the deduction authorization.

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 3.00-3.05. However, the County may selection and utilize outside counsel of its choice at Association expense if it deems is appropriate or otherwise necessary to address any third party matter arising under these conditions.

4.00 <u>ASSOCIATION RIGHTS</u>

4.01 Access to Employees

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

4.02 Bulletin Boards

The 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, gender, ethnicity, religion or other statutorily or constitutionally impermissible basis, as well as any pornographic or obscene material.

The County reserves the right to remove any material posted in violation of this section. However, prior to removing any material posted on an SSW bulletin board, the County will attempt to contact an SSW representation to discuss the issue, unless the posting constitutes an egregious violation of this section. The County and the Association will discuss the matter after County removal of egregious material. The association may grieve the application of this section up to and including Step 2 of the grievance procedure.

4.03 Use of County Facilities and Resources

With the approval of the Chief Administrative Officer or other County authorized official, the Association may use certain County facilities, resources and supplies, including the County courier system, 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, including but not limited to services of County-owned or leased Xerox or other copying machines, print shop reproduction facilities, and central services purchases for expendable office supplies for Association use.

4.04 Internal Communications

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

4.05 New Classifications

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

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

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

4.06 New Employee Orientation

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

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

5.00 ASSOCIATION REPRESENTATIVES

5.01 Negotiators

The Association shall be allowed to designate up to five (5) employees within the unit to serve as representatives to negotiate with the County. The Association shall provide the Director of Human Resources with the name, classification, and department assigned of each of the negotiators. Should any changes or alternates 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 representatives during negotiations of matters of wages, hours and conditions of employment. The County shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Association exercising this right.

5.02 Shop Stewards

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

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

b. A reasonable amount of time will be granted the worker and the steward to prepare and present grievances or appeals. The parties agree that in preparing and presenting grievances or appeals, both the steward and the worker will use only the amount of time actually necessary for such preparation and presentation.

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

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

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

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

6.00 RELEASE TIME FOR ASSOCIATION BUSINESS

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

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

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

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

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

7.00 NON-DISCRIMINATION

7.01 Affirmative Action

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

Association shall discriminate with regard to race, color, national origin, age, sex, marital status, sexual preference or other non-merit factors.

7.02 Individual Rights

Neither the County nor the 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.

7.03 Regulation Updates

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

8.00 PERSONNEL FILES

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

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

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

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

8.01 Performance Evaluation

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

8.02 Performance/Work Standards

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

9.00 HOURS OF WORK AND RESTRICTIONS

9.01 Work Schedules

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

9.02 Alternate Schedules

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

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

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

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

9.03 Meal Periods

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

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

9.04 Rest Periods

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

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

9.05 Designated Rest Area

The County shall establish and maintain a rest area (break room) at 78 Table Mountain Blvd, Oroville, 2445 Carmichael Drive, Chico, 202 and 205 Mira Loma Drive, Oroville. The rooms shall be clearly marked "Employee Lounge".

10.00 OVERTIME

10.01 Eligible Positions

Refer to Personnel Rules.

10.02 Overtime Defined

Refer to Personnel Rules.

10.03 Overtime Authorization

Refer to Personnel Rules.

10.04 Overtime Compensation

Employees shall be compensated for overtime at one and one-half (1 1/2) times their regular rate of pay. Overtime compensation may, at the discretion of the employee, be paid with regular wages in the pay period in which it is earned or as Compensatory Time Off (CTO) to a maximum of 80 hours.

10.05 Accumulated Compensatory Time Off

An employee who has requested use of accumulated CTO shall be permitted by the appointing authority to use such time within a reasonable period unless the request unduly disrupts departmental operations. Once the employee has reached the cap of 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. An employee who has accumulated CTO shall, upon termination from County employment, be paid for the CTO with the termination pay settlement. CTO accruals shall appear on the employee's biweekly earnings statement.

10.06 Fringe Benefits Not Affected by Overtime

Refer to Personnel Rules.

10.07 Overtime Rate

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

10.08 Extended Overtime

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

11.00 VACATION LEAVE

11.01 Accrual

Refer to Personnel Rules.

11.02 Vacation Eligibility

Refer to Personnel Rules.

11.03 Vacation Carryover

Refer to Personnel Rules.

11.04 Vacation Payout

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

11.05 Vacation Scheduling

Refer to Personnel Rules.

11.06 Vacation Buy-Back

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

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

12.00 SICK LEAVE

12.01 Sick Leave Accrual

Refer to Personnel Rules.

12.02 Uses of Sick Leave

Sick leave shall be granted only for the following:

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

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

12.03 Reporting Requirement

Refer to Personnel Rules.

12.04 Medical Reports

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

The appointing authority may require an employee to submit such a certificate for absences of less than three days, including absences of less than one day; provided, the employee has been previously counseled regarding the use of such time and where such counseling is documented. After six months, the employee may request a review of the requirement of the submission of a certificate. Absent good cause, the requirement shall be lifted.

12.05 Payment of Sick Leave

Refer to Personnel Rules.

12.06 Sick Leave Buy-Back Option

Refer to Personnel Rules.

12.07 Donation of Paid Time

Refer to Personnel Rules.

13.00 LEAVES OF ABSENCE

13.01 Bereavement Leave

Refer to Personnel Rules.

13.02 Industrial Disability Leave With Pay

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

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

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

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

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

13.03 Industrial Disability Leave Without Pay

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

13.04 Military Leave

Refer to Personnel Rules.

13.05 Family Leave

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

13.06 Jury and Witness Leaves

Refer to Personnel Rules.

13.07 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.

13.08 Voluntary Furlough Program

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

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

Eligibility

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

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

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

Enrollment

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

Procedure

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

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

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

OR

An employee may submit the request for the total amount of voluntary furlough time off during each fiscal year's open enrollment period; and the voluntary furlough time off that has been approved during the fiscal year shall be scheduled with the department head or designee's approval. Voluntary furlough time off must be scheduled and taken prior to the last pay period of the fiscal year.

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

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

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

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

Accruals

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

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

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

Payroll Deductions

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

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

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

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

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

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

Conditions

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

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

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

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

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

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

Election Changes to the Voluntary Furlough Programs

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

1. transfers to another department; or

2. terminates employment with the County; or

3. demonstrates an unanticipated personal hardship.

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

Conversion

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

14.00 HOLIDAYS

14.01 Holidays Defined

Refer to Personnel Rules.

14.02 Eligibility for Holiday Pay

Refer to Personnel Rules**.**

14.03 Holiday Compensation

Refer to Personnel Rules.

15.00 COMPENSATION

15.01 Salary

Employee base wages shall be increased by 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.

15.02 Rate of Pay

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

15.03 Shift Differential Pay

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

pay shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

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

15.04 Temporary Assignment in Higher Paid Classifications

Whenever an employee is assigned in writing by their supervisor or acting supervisor to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year, in a fiscal year, the employee shall be entitled to be compensated with an additional five percent (5%) over his/her current rate of pay, beginning with the eleventh day or the eighty-first (81st) hour of the assignment. A continuous out of classification assignment bridging two (2) fiscal years shall be treated as if it occurred in a single fiscal year. For example, an employee receiving the compensation for an assignment which commences on June 15 of one fiscal year and ended on July 5 of the succeeding fiscal year, would receive compensation for the entire assignment. Similarly, an employee whose eleventh day or eighty-first (81st) hour of out-of-classification assignment occurred during the prior fiscal year would commence receiving compensation as of the eleventh (11th) day or eighty-first (81st) hour. Such assignments must not extend beyond a ninety (90) day period with the exception that an additional ninety (90) day assignment may be made with the written authorization of the Director of Human Resources.

15.05 Bilingual Pay Differential

When it has been determined that an employee's use of bilingual language skills or specialized communications skills are essential and critical for the successful performance of job duties, a bilingual differential shall be paid at a rate of fifty ($50.00) 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.

15.06 Callback

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

15.07 Standby Pay

a. Each employee in the unit of representation shall be entitled to receive forty ($ 40.00) for each eight (8) hour standby shift, or portion thereof, as ordered and authorized by an appointing authority. A standby shift is defined as any eight (8) hour shift following the employee's normal assigned shift. Additionally, the County will pay the legally required minimum wage for Social Workers who are required to respond immediately from standby.

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

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

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

15.08 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.

16.00 UNEMPLOYMENT

Refer to Personnel Rules.

17.00 HEALTH AND INSURANCE PLANS

17.01 Employee Health Plan Eligibility

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

enrollment documents by the Department of Human Resources, unless the employee can certify a qualifying loss of other coverage.

17.02 Description

The Butte County Flexible Benefits Plan consisting of the Tax Deferred Medical Premium option, the Dependent Care Reimbursement option and the un-reimbursed Health Care Cost option, (hereafter "Cafeteria Plan") is available to all employees in regular-help positions (hereafter "employee"). There will be two (2) participation levels, identified as Employee "A" and Employee "B" as per Section 17.03. Once the selection is made, it will remain in force until the current calendar year end and when a selection is made during the following year's open enrollment period. The fee for a third party administrator will be paid by the County. The medical premium option will be the default option and remain in effect until and/or unless changed by the employee.

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

17.03 Participation Levels

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

Employee B - FLEXIBLE BENEFIT OPTIONS

Employees who elect not to participate in Option A will be asked to sign a waiver and will be required to provide proof of medical insurance (see Section 17.04). They will have an opportunity to participate in the Flexible Benefit Options listed in the Flexible Benefit Options Exhibit.

The County will provide an employer flex credit monthly contribution of Four Hundred Three Dollars and Thirty-Four Cents ($403.34) per month for "employees" who elect Option B. Employees can use this contribution toward any of the Flexible Benefit Options listed in the Flexible Benefits Options Exhibit. Employees that wish to participate in the Flexible Benefit Options, including the cash back option, but do not have sufficient flex credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

17.04 Administration

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

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

   This section does not affect part-time employees grandfathered into full-time benefit status under Section 17.01 of the MOU.

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

17.05 Retired Employee Options

The Public Employees' Retirement System (PERS) contract allows unused accumulated sick leave to be converted to service time per Government Code Section 20862.8. This option is available to all employees and limited, for those employees who do not use all of their accrued sick leave conversion options for sick leave buy-back or health plan coverage, to that portion of the sick leave not actually used for the selected option.

Employees who retire under the provisions of the County's retirement contract with the Public Employees' Retirement System (PERS) may continue to insure themselves and their insured dependents for the health, 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 18.03:

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 is 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 accured 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.

17.06 Health Plan Review Committee

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

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

18.00 <u>RETIREMENT PLAN</u>

18.01 Membership

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

18.02 Retirement Contribution

Effective August 6, 2011, employees began payment on a pre-tax basis of two and on-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 (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.

18.03 Retirement Credit for Sick Leave

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

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

2. Sick leave conversion to purchase continued health, dental and vision coverage as outlined in Section 17.06. 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 the two hundred and forty (240) hours at one-half (1/2) the normal rate of pay for the employee up to a maximum of three thousand dollars ($3,000).

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

19.00 REIMBURSEMENT OF EXPENSES

19.01 Expenses for Mileage

Refer to Travel Policy in Personnel Rules.

19.02 Professional Enhancement

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

20.00 EMPLOYMENT AND SOCIAL SERVICES STAFFING

The County shall fill any funded case-carrying Eligibility Specialist vacant position within twenty-five (25) calendar days. The County reserves the right to defend any such position following an administrative review but shall not temporarily defend any position for the purpose of negating this Section. The Association may file a written grievance, beginning at the third (3rd) step of the grievance procedure (Director of Employment and Social Services), should an issue concerning filling case-carrying Eligibility Specialist positions as specified by this Section, arise. The Association shall, in advance of filing a grievance under this Section, notify the Director of Human Resources of the name of the person authorized to file grievances on behalf of the Association.

21.00 DISCIPLINARY ACTION

21.01 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, provided the representative is not an officer or agent of a competing employee organization, at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected (by the employee) to be imposed. Disciplinary investigations are included in this section. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to twenty-four (24) hours not including Saturdays, Sundays, or holidays, in order to permit the employee to obtain representation. Nothing herein shall be construed to preclude the department and the employee, after due consideration of the facts and circumstances of the department's allegations, from abandoning or modifying the proposed disciplinary action by mutual consent.

There is no right to representation during meetings where the employee is not suspected of wrongdoing. For example, such meetings include, but are not limited to, work related instruction, questions,

performance evaluations, etc. Should such meeting uncover information and/or statements which create the possibility of discipline; the employee shall be immediately informed of the right to and/or granted representation.

21.02 Notice to 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 discipline to the employee.

21.03 Disciplinary Appeals

The Association may appeal the taking of disciplinary action against an employee pursuant to the steps of the grievance procedure, commencing at the step above the level at which the disciplinary action was taken or imposed. "Disciplinary Action" for the purpose of this Section shall be defined as dismissal (except for probationary release or rejection, including promotional probationary rejection), demotion (except for demotion due to layoffs or reduction-in-force), reduction in salary, or suspension without pay. Not included in the definition of "discipline" under this Section shall be oral and written reprimand and evaluations. Employees shall have the right to submit, within thirty (30) days after receipt, a reasonable amount of response and rebuttal material to any written reprimand and/or adverse evaluation, but oral and written reprimands and adverse evaluations shall not be subject to the grievance procedure. Where the Association elects arbitration of discipline, the grievance procedure shall be the sole and exclusive means of appeal and any conflicting provisions of the Personnel Rules shall not apply. Disciplinary action may be taken by the appointing authority or his/her representative for just and reasonable cause as set forth in Section 2.54 of the Personnel Rules.

21.04 Definition of Discipline

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

21.05 Pre-Disciplinary Notice

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

22.00 <u>GRIEVANCE PROCEDURE</u>

22.01 Intent

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

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

22.02 Definition and Scope of a Grievance

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

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

22.03 Grievance Procedure Steps

The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter. However, the County and 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 the to effect of any proposed grievance settlement on other County departments. No grievance resolution shall be final until this consultation step has been completed. Time limits set forth herein are not waived pending consultation with the Director of Human Resources or his/her designee.

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

<u>Step (1)</u>
<u>Second-Level Management Representative</u>

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

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

Step (2)
Appointing Authority

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

Step (3)
Mediation

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

Step (4)
Arbitration

If the parties are unable to reach a mutually satisfactory resolution of the grievance as a result of discussion at Steps 1 and 2, or if there is a dispute as to whether or not the grievance meets the definition of a grievance under Section 22.02 hereof, the issue shall be submitted to an impartial arbitrator who shall be designated by mutual agreement of grievant and his/her representative and the Director of Human Resources. To the extent possible, the parties shall utilize a standing arbitrator to be randomly selected from a panel of seven (7) jointly agreed to by the parties.

1. The Association, or in discipline cases, the Association and the grievant shall invoke the arbitration step within twenty-one (21) days of receipt of a decision at Step 2 of this procedure by submitting a written request for arbitration to the Director of Human Resources.

2. Should the grievant and his/her representative and the Director of Human Resources fail to reach agreement on selection of the arbitrator within fifteen (15) days, they shall jointly request a list of seven (7) qualified arbitrators from the California State Mediation and Conciliation Service. If mutual selection cannot be made from the list received within five (5) days, the parties shall select the arbitrator by alternately striking names

until only one name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list of arbitrators shall be determined by a toss of a coin.

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

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

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

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

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

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

22.04 Consistent Awards

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

22.05 Administration of the Grievance Procedure

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

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

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

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

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

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

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

22.06 Notice

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

23.00 <u>SAFETY</u>

23.01 Safe Working Conditions

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

23.02 County Safety Committee

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

24.00 TRANSFER AND PROMOTIONAL OPPORTUNITY

24.01 Transfer Preference

Refer to Personnel Rules.

24.02 Promotional Interviews

Refer to Personnel Rules.

25.00 LABOR/MANAGEMENT COOPERATION

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

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

c) Labor/Management Cooperation

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

26.00 SALARY STEP ANNIVERSARY DATE

Refer to Personnel Rules.

27.00 CAREER LADDERS

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

28.00 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's office to determine whether to continue business operations.

29.00 Disability Insurance

The County may reopen negotiations concerning proposed amends to this Section 29.00.

a. Each regular employee in the unit shall participate in the Disability Insurance Plan ("the Plan"). Premiums will be paid totally by the employees through payroll deduction. Mandatory participation means that the employee is required to make payroll contributions to the Plan but application to receive disability benefits under the Plan is purely discretionary on the part of the employee. Disability benefits are integrated with the County's sick leave plan, up to fifteen (15) vacation and/or CTO days in addition to sick leave for each disability in accordance with the following formula:

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

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

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

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

30.00 LAYOFF AND REINSTATEMENT

Refer to Personnel Rules.

31.00 PROBATIONARY PERIOD

Refer to Personnel Rules.

32.00 SMOKING POLICY

Alleged violations of the County smoking policy will be grievable.

33.00 TRAINING

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

34.00 WORK LOAD/DISCIPLINE

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

35.00 ASSIGNMENT REQUESTS

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

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

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

36.00 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.

37.00 EMPLOYEE ASSISTANCE PROGRAM

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

38.00 IRS-125 PROGRAM

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

39.00 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.

40.00 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.

41.00 TRAVEL POLICY

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

42.00 MEDICAL LEAVE POLICY

The County and Association have agreed on the County's Medical Leave Policy.

43.00 AGREEMENT

43.01 Full Agreement

It is understood that 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.

44.00 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.

45.00 SAVINGS CLAUSE

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

46.00 PEACEFUL PERFORMANCE

The parties to this memorandum agree that there shall be no job actions or lockouts during its term. Job action is defined as any strike, sit-down, stay-in, stick-out, refusal to work overtime, slowdown or picketing. In the event of any job action by any represented employee(s), the 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 seek legal remedies, including damages, against them.

47.00 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
SSW UNIT

Rudy Jenkins, BCEA Executive Director

ASSOCIATION RATIFICATION

Ratified by the Butte County Employees' Association on this 31st day of May, 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. 1213-013

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 D (effective the Pay Period Beginning 07/07/12)
BCEA-SSW UNIT CLASSIFICATIONS

(Effective the Pay Period Beginning 07/07/12-2% 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
5375	Deputy Public Guardian/Public Administrator	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
5373	Deputy Public Guardian/Public Administrator, 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
5346	Eligibility 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
5342	Employment and Eligibility Program Specialist	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
5344	Employment and Eligibility 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
5343	Employment and Eligibility 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
5354	Employment Case Manager	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
5353	Employment Case Manager, 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
5337	Social Services Aide	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
5335	Social Worker	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
5333	Social Worker, 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

EXHIBIT I - Flexible Benefit 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.