MEMORANDUM OF UNDERSTANDING

2012-2013

BETWEEN THE COUNTY OF BUTTE
AND
BUTTE COUNTY DEPUTY SHERIFF'S ASSOCIATION

BUTTE COUNTY
DEPUTY SHERIFF'S ASSOCIATION
MEMORANDUM OF UNDERSTANDING – GENERAL UNIT

March 29, 2012 through September 30, 2013

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

Pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et seq. of the California Government Code and Chapter 10 of the Butte County Personnel Rules and Regulations, representatives of the County of Butte, hereafter called "County," and the Butte County Deputy Sheriff's Association, hereafter called "Association," have "met and conferred" concerning the subject of wages, hours and working conditions for law enforcement employees in the General Unit of representation. This memorandum represents the good faith effort of both the County and the Association representatives to reach agreement on matters of wages, hours and conditions of employment. It is understood that this agreement is not binding upon the County until such time as it is ratified by the Butte County Board of Supervisors and the membership of the Association. This Memorandum of Understanding is effective March 29, 2012 and continues through September 30, 2013. It is agreed as follows:

1.00 RECOGNITION

The County recognizes the Butte County Deputy Sheriff's Association as the exclusive representative for employees designated in the General Unit of law enforcement employees pursuant to Section 3500 et seq. of the California Government Code and the County Employer/Employee Relations Policy set forth in Chapter 10 of the Butte County Personnel Rules. The Unit consists of employees in the classifications shown in 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

The Human Resources Director shall provide the Butte County Deputy Sheriff's Association a payroll deduction for each member of the Association who has provided a written authorization to the Human Resources Department for such deduction. The authorization form shall be prepared by the Butte County Deputy Sheriff's Association and shall include sufficient information to permit the member to understand clearly the amount and purpose of the deduction and to permit the Human Resources Department to

have a legal record authorizing such deduction. Changes in deduction, additions or deletions, will be done by written authorization signed by the member. Authorizations for deductions must be received by the Human Resources Department at least two weeks before the end of the pay period in which the deduction is to be made. The Human Resources Department will not make retroactive payroll deductions for the purposes specified in this section.

3.01 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. Upon return from leaves of absence, the County shall reinstate the payroll deduction of Association dues for those employees who are on dues check-off immediately prior to taking leave, provided that the employee has not authorized cancellation of dues check-off in accordance with the prescribed provision of the agreement under which they were a member has not expired.

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

4.00 ASSOCIATION RIGHTS

4.01 Employee Access. The Butte County Law Enforcement Association representatives shall have access to employees within the Unit during the employee's normal working hours only for the purpose of assisting the member with a formal grievance or appeal against the County when such assistance is requested by the employee.

4.02 Bulletin Boards. The Association will have access to a portion of the departmental bulletin boards designated by the appointing authority for the purpose of publishing meeting announcements and other organization notices.

The Association will have access to a portion of the departmental bulletin boards designated by the appointing authority for the purpose of publishing meeting announcements and other organization notices.

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 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, and any County decision to do so is not grievable.

4.03 **Use of Facilities**. The Association may, with prior approval of the appointing authority responsible for a County facility, utilize meeting rooms to assemble members during off-duty hours.

4.04 **Internal Communications**. The Association shall, to the extent practical, have access to the County courier service and internal delivery of correspondence between the Association and members, provided that such correspondence is limited to matters of employer/employee relations and does not involve internal employee organization business such as soliciting memberships, campaigning for office and elections.

4.05 **New Classifications**. The Association shall be advised in advance of any new position or classification to be created or changed in any way and afforded a full and complete opportunity to meet and confer with the County relative to negotiable matters relating to said positions or classifications. The County and the Association may meet and confer if necessary regarding any matters within the scope of representation concerning 1) any County change to an existing job classification or 2) County adoption of a new job classification. The Association shall be provided the following information, if available, at the time of notification from the County:

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

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

4.06 Association Release Time Bank

Time Bank: Association members may donate vacation time, holiday time, and compensatory time off to an Association "time bank" under the following guidelines:

1. Only Association officers or bargaining team members may draw from the bank.

2. Requests to use time from the bank must be made reasonably in advance of the use and approval is subject to the operational necessity of the department. Further, the County is not required to grant time bank usage if to do so would result in overtime.

3. Time may be used for:
   a. Bargaining preparation.
   b. Association meetings.
   c. PORAC related meetings.
   d. Releasing an employee representative to assist a member at the formal steps of the disciplinary and grievance procedures.

4. Except for disciplinary and grievance appeal meeting, the maximum hours of time bank use shall be forty (40) hours per calendar year, per individual. The County and Association have agreed upon the methodology for administering the time bank as set forth in Attachments B-1 and B-2.

5.00 ASSOCIATION REPRESENTATIVES

The Association shall be allowed to designate up to three (3) employees within the unit to serve as representatives to negotiate with the County. The Association shall provide the Director of Human Resources with the name, classification and department assigned of each of the negotiators. Should any changes or alternate be appointed after the original list is established, the Association shall advise the Director of Human Resources immediately. Employees designated as unit negotiators shall as authorized by the Director of Human Resources be granted a reasonable release time from scheduled duties without loss of pay to meet with the County representative during negotiations of matters of wages, hours and conditions of employment. The County shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Association exercising this right.

6.00 NON-DISCRIMINATION

Neither the County nor the Association shall discriminate (except as allowed by law) against any worker because of race, age, sex, color, disability, creed, national origin, religion, union affiliation or the right of workers to join or refuse to join the Association. In addition, the County and Association agree to cooperate to achieve equitable representation of women and minorities at all occupational levels within the County Merit System.

7.00 PERSONNEL FILES

An employee or his/her representative authorized in writing shall have the right to review the contents of the employee's personnel file during normal business hours. 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 may submit a reasonable amount of material relevant to their job performance for inclusion in their personnel file and shall be permitted to submit rebuttals, when appropriate, for permanent attachment to negative materials.

8.00 HOURS OF WORK AND RESTRICTIONS

8.01 **Work Schedules**. 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 period 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.

8.02 **Special Schedules**. Employees may, at the discretion of the Appointing Authority, be assigned either an eight (8), nine (9), ten (10) or twelve (12) hour work day which may include a paid meal break during the mid-portion of the shift.

8.03 **Meal Break**. 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.

9.00 OVERTIME

9.01 **Eligible Positions**. All positions in classifications designated in the Association's General Unit.

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

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

9.04 <u>Overtime Compensation</u>.

9.04.01 Overtime Rate

Employees shall be compensated for overtime at one and one-half (1-1/2) times their regular rate of pay as defined in the Fair Labor Standards Act. Overtime compensation may, at the discretion of the appointing authority, be paid with regular wages in the pay period in which it was earned or be credited as Compensatory Time Off (CTO).

The maximum CTO for Deputy Sheriff, District Attorney's Investigator I & II, and Sheriff's Sergeant shall be 80 hours.

9.04.02 Double Shifts

Except in cases of emergency, no employee will be required to work more than double the hours in their normal shift within a twenty-four (24) hour period. For example, an employee working a ten (10) hour shift would not be required to work more than twenty (20) hours. In such cases of emergency, employees shall be paid double time for those hours worked in excess of a double shift.

9.05 <u>Accumulated Compensatory Time Off</u>. 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. Denial of CTO usage is subject to the grievance procedure. Should arbitration result in a finding the County was arbitrary, capricious or discriminatory in denying the CTO request, the arbitrator may award a penalty of 1.33 times the amount of CTO requested and denied. In addition, at the time such arbitration award is made against the County, the employee may, within five (5) days of the award, request payment for any or all CTO on accrual at the time.

Once an employee has reached the cap of 80 hours of CTO, the appointing authority may require the employee to take off any excess hours during the work week in which it is earned. Any CTO accumulation in excess of the 80 hour cap which is not taken in the work week in which it is earned, shall be paid with regular wages in the pay period in which it is earned.

9.06 <u>Fringe Benefits Not Affected By Overtime</u>. Overtime work shall not be a basis of increasing vacation, sick leave, or other benefits, nor shall it be the basis for advancing completion of the required period for probation or salary step advancement.

10.00 <u>VACATION LEAVE</u>

Refer to Personnel Rules.

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

10.02 **Vacation Carryover**. When a unit employee is unable to take scheduled vacation during a calendar year due to unusual and extenuating departmental needs which result in the employee's annual vacation accrual to exceed the maximum limits authorized, the department head shall advise the Human Resources Director that the employee will exceed the annual vacation accrual limits and shall schedule the excess accrual vacation days to be taken off between the period January 1 and March 31 of the new calendar year. Should the employee voluntarily choose not to take the scheduled vacation during the extension period, the excess accrual days shall be forfeited. Should a department head, as a result of emergency needs of the County, be unable to schedule the excess accrual vacation days during the extension period, the employee shall be paid for the excess accrual of vacation days following the end of the extension period, the employee shall cease to accrue vacation time until the vacation accruals fall below twice the employees accrual rate. Should a department head, as a result of emergency needs of the County, be unable to schedule the excess accrual vacation days off during the extension period, the employee shall be paid for the excess accrual of vacation days following the end of the extension period.

10.03 **Vacation Payout**. Upon termination, employees shall be compensated for all unused vacation accrual and entitlement at their current rate of pay.

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

10.05 **Lateral Transfers**. Individuals laterally transferring from an outside agency as a peace officer into a peace officer position with the Butte County Sheriff's Department or the District Attorney's Office may be provided two (2) weeks accrued vacation at the time of hire in addition to the regular accruals. Eligibility to use vacation accruals shall remain unchanged. If hired into a less than full-time position, these accruals shall be calculated on a pro-rated basis.

11.00 SICK LEAVE

Refer to Personnel Rules.

11.01 **Lateral Transfers.** Individuals laterally transferring from an outside agency as a peace officer into a peace officer position with the Butte County Sheriff's Department or the District Attorney's Office may be provided 96 hours accrued sick leave at the time of hire in addition to the regular accruals. If hired into a less than full-time position, these accruals shall be calculated on a pro-rated basis.

12.00 LEAVES OF ABSENCE

12.01 Bereavement Leave.

Refer to Personnel Rules.

12.02 Paternity Leave.

Refer to Personnel Rules.

12.03 Industrial Disability Leave Without Pay (Workers Compensation). Each regular employee who is injured or contracts an industrial illness on duty shall be granted an unpaid disability leave by the appointing authority from the time accrued leave benefits are exhausted until the employee is released to return to work, or the employee is declared permanent and stationary, or a compromise and release is signed, whichever occurs first. Employees shall accrue no benefits while in this status except as provided by the Personnel Rules. The appointing authority shall notify the Director of Human Resources of such leave.

12.04 Military Leave.

Refer to Personnel Rules.

12.05 Family Care and Medical Leave.

Refer to the Medical Leave Policy contained in the appendix of the Personnel Rules.

12.06 Jury and Witness Leaves (Non-job Related).

Refer to Personnel Rules.

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

13.00 HOLIDAYS

Refer to Personnel Rules.

13.01 Holiday Hours. Effective the pay period including July 1, 2012, in lieu of receiving the additional $55/month towards the County's contribution for medical premiums, all regular help employees covered by this unit shall be compensated for each observed holiday on a scheduled shift basis (8 hours for a 8-hour shift; 9 hours for a 9-hour shift; 10 hours for a 10-hour shift) of straight time pay, not to exceed ten (10) hours of compensation.

13.02 **Holiday Compensation**. Regular employees required to work on a designated holiday or whose regular scheduled day off falls on a designated holiday shall, at the discretion of the appointing authority, be entitled to equivalent compensated time off scheduled either the day preceding the designated holiday or to accrue the pay for future use. Employees will be allowed to maintain up to 110 hours of holiday time prior to mandatory pay. Upon mutual agreement of the employee and County, employees may receive payment for holiday time in lieu of time off.

14.00 COMPENSATION

14.01 Salary

Employees base wages shall be increased by three percent (3%) effective the pay period beginning May 12, 2012. Employees base wages shall be increased by an additional one percent (1%) effective the first full pay period which includes January 1, 2013.

Intermediate POST Certificate. Employees possessing the Intermediate POST Certificate shall have their base salaries increased by three and a half (3.5%) percent.

Advanced POST Certificate. Employees possessing an Advanced POST certificate shall receive four and a half (4.5%) percent.

14.02 Shift Differential.

Refer to Personnel Rules.

14.03 **Temporary Assignment in Higher Paid Classification**. Whenever an employee is assigned in writing by their supervisor or acting supervisor to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than twelve (12) cumulative working days in a fiscal year, the employee shall be entitled to be compensated with an additional five percent (5%) over their current rate of pay beginning with the thirteenth (13th) day of assignment.

14.04 **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 $80.00 per pay period worked, calculated on an hourly basis or portion thereof. Authorized, time off of less than four weeks shall not affect the calculation of bi-lingual pay (approved vacation exceeding four weeks shall be excluded).

14.05 Callback.

14.05.01 Overtime and Callback

An employee who is physically required to return to work on an overtime basis shall receive either a minimum of two hours straight pay or time off, or time and one-half pay or CTO for the time actually worked, whichever is greater.

14.05.02 Callback on Regular Day Off

Employees called back to work on their regular day off will receive a minimum of three (3) hours straight pay or time off, or time and one-half pay or CTO for the time actually worked, whichever is greater.

14.06 **Standby Pay**. Employees required to be on standby shall receive forty dollars ($40.00) for each eight (8) hour period or portion thereof. Employees placed on standby status shall keep the appointing authority advised of their location during the shift and shall respond to duty within one (1) hour from the time of notification. Employees returning to work from standby status shall not be eligible for callback pay as specified in the County Personnel Rules.

14.07 **Field Training Officer**. Individuals assigned as Field Training Officers shall receive Eight Dollars ($8.00) per shift while actually performing FTO responsibilities. The reassignment by the appointing authority from a paid FTO activity to a non-FTO activity shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

14.08 **Investigation Assignment**. Deputy Sheriffs and Sheriff's Sergeants assigned to investigations shall receive five percent (5%) assignment pay. The reassignment by the appointing authority from an investigation assignment to a non-investigation assignment shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

14.09 **Bomb Squad**. Individuals assigned to the bomb squad will receive a differential of One Hundred Dollars ($100) per month. The reassignment by the appointing authority from a bomb squad assignment to a non-investigation assignment shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

14.10 **Gang Assignment**. Deputy Sheriffs and Sheriff's Sergeants assigned to Gang Assignment shall receive five percent (5%) assignment pay. The reassignment by the appointing authority from a gang assignment to a non-gang assignment shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

14.11 **Canine Compensation**. Individuals assigned to the Canine Unit will be paid for an additional forty (40) minutes per day as full and complete compensation for all

time spent caring for the assigned animal during the employee's off duty hours. This will include feeding, cleaning, brushing, and miscellaneous home training. No employee shall spend more than the allocated forty (40) minutes per day with the express written authorization of their supervisor.

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

14.12 **Information Systems Assignment**. A regular employee assigned to perform the principle information systems function in the department or division and who is not classified as an information systems position shall receive an additional 5% compensation calculated on base pay. The assignment must be made in writing and approved by the department head. The additional compensation shall commence the first day of written assignment, providing said assignment is for a minimum of two consecutive pay periods.

14.13 **Out of Sequence Merit Advancement**. In addition to the provisions regarding merit advancement in the Personnel Rules, the following shall apply to members of this unit: The appointing authority may grant out of sequence merit advancements up to twice for an employee in a specific classification.

14.14 **Lateral Transfer Salary Step**. Upon written request of the Sheriff-Coroner and with the concurrence of the Human Resources Director and the Chief Administrative Officer, the Sheriff Coroner may make a conditional offer of employment to place a lateral Sheriff's Deputy transfer candidate in the salary step 5% greater that the candidate's salary prior to the transfer. However, the candidate's salary shall never exceed the top stop of the salary range in the new classification.

14.15 **Court Standby.** An employee required to standby at home on the employee's non-work day awaiting to be called to Court pursuant to a subpoena to testify in a criminal prosecution will receive one hour of vacation accrual for each hour of waiting at home, rounded to the nearest quarter hour. This accrual shall begin at 8:00 AM on the day of the Court standby and shall end when the employee is either called to leave home to go to Court commencing callback pay or is informed that the employee will not have to report to Court that day. Court standby vacation accrual shall not overlap callback pay.

15.00 UNEMPLOYMENT INSURANCE

Refer to Personnel Rules.

16.00 HEALTH PLAN

16.01 Employee Health Plan Eligibility

All regular employees assigned to a one-half (1/2) time or more position and the employee's dependents including registered domestic partner, effective January 1, 2005 pursuant to Family Code Section 297.5 shall be entitled to participate in the County-sponsored cafeteria plan. Employees working less than full-time and hired after November 1, 1987 (with no qualifying leave or accrued leave usage), shall receive pro-rated benefits or pro-rated funding of county share health contributions rounding to the nearest one-quarter time: i.e. either fifty percent (50%) for employee working thirty-six (36) hours to forty-five (45) hours per payroll period, seventy-five percent (75%) for employees working forty-six (46) to sixty-four (64) hours per payroll period, or one hundred percent (100%) for employees working sixty-five (65) hours or more per payroll period. This pro-rated amount is in addition to the regular employee share. Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to the provisions of the MOU with the appropriate bargaining unit and the contract limitations with the carrier. Coverage shall commence when the employee is eligible for coverage under PERS and the health plan carriers' rules. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability. Regular employees assigned less than (1/2) one-half time and extra-help employees shall not be eligible for participation in the health plan.

16.02 Description

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

The basic group term life insurance in the amount of twenty thousand ($20,000) dollars will continue to be provided at County expense and will not be part of the Cafeteria Plan.

16.03 Participation Levels

Employee A - CORE PLAN

In addition to the amounts set forth below, the County will pay 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 effective the pay period including June 1, 2012:

	2012
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. Employees that wish to participate in the optional benefits in the plan, with the exception of the cash back option, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

Employee B - FLEXIBLE BENEFIT OPTIONS

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

The County will provide and 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 that wish to participate in the Flexible Benefit Options, with the exception of the cash back option, but do not have sufficient flex credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

16.04 Administration

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

b) Part-time regular help employees will receive proportional benefits as provided above. All employees assigned to a one-half (1/2) time or more position, and the employees' dependents including registered domestic partners, shall be entitled to participate in the County's Flexible Benefits Plan as set forth in 16.01 above. This section does not affect part-time employees grandfathered into full-time benefit status under Section 16.01 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.

16.05 Retired Employee Options

Employees who retire under the provisions of the County's retirement contract with the Public Employees' Retirement System (PERS) may continue to insure themselves and their insured dependents for the health benefit portion of the health plan by advising the Director of Human Resources and advancing the full health insurance premium for quarterly coverage for the employee (and dependents, if applicable).

As an option to the sick leave buy-back plan specified in the Personnel Rules, the employee may convert unused sick leave to health insurance premium payments as follows: The County shall calculate the value of the employee's unused sick leave based on one day of sick leave on accrual on the date of retirement being converted to one month of employee only health insurance premium. This conversion shall be made at the time of retirement, and the amount shall be credited to the employee's "account." The employee's (and dependents, if applicable) health insurance premium, and any future premium increases, will be deducted from the account until the account is depleted. Upon depletion, the employee will be notified that they are responsible for assuming payment of the premiums. To continue on the plan, the employee shall advance the full health insurance premium for quarterly coverage for the employee (and dependents, if applicable).

Employees having ten (10) years of cumulative service with Butte County who, upon termination, immediately retire under the provisions of the County's contract with the Public Employees' Retirement System shall be eligible for the twelve (12) months of County paid health premiums (employee only) immediately following retirement, and may also continue to insure their dependents by advising the Director of Human Resources and advancing the dependents portion of the health insurance premium for quarterly coverage for that year, or by deducting the dependents portion from the employee's "account".

The employee may cover either the employee only or the employee and insured dependent(s) under this section to the Medicare Supplemental Qualifying age Rights to continuation of health coverage above are in addition to any right the employee has under COBRA.

Effective January 1, 2010, sick leave conversion at the time of retirement will be calculated at the Employee A - Core Plan amount, which is the Blue Shield HMO, Delta DPO and Vision Service Plan premiums.

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

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

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

17.00 RETIREMENT

17.01 **Retirement Plan.** The County agrees to maintain the retirement plan (3% @ 50) currently in effect. Effective approximately March 1, 2003 the County agrees to implement the 3% at 50 retirement formula for District Attorney Investigator classifications.; Concurrently District Attorney Investigator classifications shall have their salaries reduced by two (2%) percent.

17.02 **Retirement Contribution**

Effective April 16, 2011, employees began payment on a pre-tax basis of three percent (3%) of salary for the employee share of their CalPERS pension and the County paid the remaining six percent (6%) of salary.

Effective the pay period beginning May 12, 2012, employees will pay on a pre-tax basis five percent (5%) of salary for the employee share of their CalPERS pension and the County will pay the remaining four percent (4%) of salary.

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

17.03 **Retirement Credit for Sick Leave**.

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

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

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

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

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

18.00 REIMBURSEMENT OF EXPENSES

18.01 Mileage Reimbursement.

Refer to Travel Policy contained in the appendix of the Personnel Rules.

18.02 Professional Organizations Fee Reimbursement. Subject to the approval of the Department Head, an employee may be reimbursed up to $30.00 for each professional fee as outlined below. Claims for fee reimbursement shall be submitted to the department pursuant to County policy. The following is a list of approved associations:

Organization
Calif. Homicide Invest. Assn.
Calif. DA Invest. Assn.
Calif. Welf. Fraud Inv. Assn.
Calif. Check Invest. Assn.
Calif. Check Enforcement Assn.
Calif. Coroners Assn.
Calif. Narcotics Assn.
Calif. Internal Affairs Assn.
Calif. Canine Officers Assn.
Calif. Law Enforcement Background Investigation Assn.
Calif. Sexual Assault Investigators Association
Calif. Warrant Officers Assn.
Calif. Court Security Officers Assn.
Calif. Juvenile Officers Assn.
Calif. DARE Officers Assn.
International Assn. of Bomb Technicians
Airborne Law Enforcement Assn.
Law Enforcement Training Officers Assn.
Calif. Armed Rotary Assn.
Calif. Second-Hand Dealers Assn.
Calif. Cattle Theft Assn.
Calif. Corrections Assn.

Calif. Law Enf. Trng. Mgmt. Assn.
No. Calif. Narcotics Assn.
Natl. Assn. of Search & Rescue

18.03 Expense Reimbursement.

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

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

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

18.04 Meal Reimbursements. Employees shall receive meal reimbursements for POST reimbursed meals at the POST reimbursement rate. Non-POST reimbursement rates shall be paid at the per diem rate of $36.00 Dollars per day or $50.00 per day with receipts for all unit personnel subject to the provisions of the County Travel Policy.

18.05 Tuition Reimbursement. Upon written request of the employee and advance written approval of the Department Head, an employee enrolled in classes or courses accredited by the U.S. Department of Education 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 County programs.

19.00 OUTSIDE EMPLOYMENT

19.01 Authorization. No regular full-time employee of the County shall engage in any occupation or outside activity which is incompatible with County employment. Any employee who proposes to engage in an occupation or outside employment for compensation, shall inform the appointing authority in advance of the nature of such employment. The appointing authority shall, after making a determination whether or not such employment is in conflict with County employment, approve or disapprove the employee's request for outside employment. A copy of the approval or disapproval shall be forwarded to the

Director of Human Resources to be included in the employee's personnel file. Regular employees of any County department may be employed as extra-help employees in the same or any other County department, with the approval of all involved department heads and the Director of Human Resources. Hours worked as extra help shall not count for retirement purposes, seniority purposes or overtime computation purposes.

19.02 **Restricted Activities.** Law enforcement employees shall not engage in any illegal activities or any outside employment or business involving the sale of or distribution of alcoholic beverages, any investigative work for an attorney, insurance companies, bail bond agencies or individuals involved in criminal or civil actions. Employees failing to comply with this section may be subject to disciplinary action.

20.00 SENIORITY AND LAYOFF PROVISIONS.

Refer to Personnel Rules.

21.00 DISCIPLINARY ACTION

21.01 **Right to Representation**. The County shall advise the employee of their right to be represented by the Association for the following:

a. At any meeting in which disciplinary action is to be imposed or might reasonably be expected to be imposed.

b. At step one and beyond of the grievance procedure. 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 for the employee to obtain representation. Nothing herein shall be construed to preclude the department and employee, after due consideration of the facts and circumstances of the department's allegations, from abandoning or modifying the proposed disciplinary action.

21.02 **Notice to the Union**. Upon receiving notification of disciplinary action, the Director of Human Resources shall notify the Association of the disciplinary action. Failure to notify the Association shall not affect the taking of such action.

21.03 **Appeal of Disciplinary Action**. An employee or the Association may appeal the taking 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.

21.04 **Definition of Discipline**. Disciplinary action means dismissal (except for probationary release or rejection, including promotional probationary release), demotion (except for demotion due to layoff or reduction in force), reduction in salary, suspension without pay and written reprimand. Disciplinary action may be

taken by the department head or designee for just and reasonable cause as set forth in the County Personnel Rules.

21.05 **Oral and Written Reprimand and Evaluation**. Oral and written reprimands and evaluations shall not be subject to an appeal or grievance. Employees shall have the right to submit, within thirty (30) days after receipt, a reasonable amount of response and rebuttal material for inclusion in the employee's personnel file.

21.06 **Pre-Disciplinary Notice**. An appointing authority or designee proposing disciplinary action against an employee of demotion, discharge, or a suspension of five (5) days or more , shall first serve the employee with written notice of the proposed disciplinary action. The written notice shall include the right to respond to the appointing authority. The notice shall be served at least five (5) days prior to the effective date of the proposed disciplinary action. Service may be done personally or by certified mail. An appointing authority or a designated representative taking disciplinary action against an employee may, when it is necessary for the operation of the department, or to conduct an investigation into the allegation, assign the employee to less critical duties during the five (5) day review period. When extraordinary circumstances exist that require the immediate removal of the employee from the premises, an appointing authority or a designated representative may place the employee on paid suspension subject to call not to exceed five (5) days. If it is required to provide for full investigation of the allegations made against the employee and it is necessary for the operation of the department, the five (5) day period for reassignment or paid leave may be extended incrementally with prior approval of the Director of Human Resources.

Notice shall clearly specify the action taken, the reasons for the action including the particular facts and specific incident(s) involved and the effective date of the action. If the proposed disciplinary action is a demotion, the notice shall include a statement as to the duties to be performed and the salary for the position. The notice shall also advise the employee that a copy of the material(s) upon which the action is taken is either attached or available for review upon request during normal business hours. The notice also shall advise the employee of their right to be represented and to respond in the pre-disciplinary hearing as described below prior to the effective date of the action, and the right to appeal or grieve as the case may be.

Copies of all notices and reply shall be forwarded to the Director-Human Resources.

21.07 **Pre-Disciplinary Hearing**. Prior to the effective date of the proposed disciplinary action, an employee or Association may request the department head or designee to hold a pre-disciplinary hearing for purposes of allowing the employee to respond to the allegation. Such hearing shall be promptly scheduled and held. The employee may be represented at the hearing.

22.00 GRIEVANCE PROCEDURE

22.01 **Intent**. An employee (or employees) shall have the right to present a grievance pursuant to this procedure. The employee (or employees) may be represented by an individual of their choice at step one and beyond of this procedure; provided however, that employees may not be represented by officers or staff who are employees of other employee organizations which represent other County bargaining units. Employees who present a grievance shall not suffer reprisal or other punitive action by the County or the Union because of the exercise of the right to present or appeal a grievance. An employee (or employees) who have a grievance shall be given reasonable time off without loss of pay or benefits to present the grievance to County management pursuant to this procedure.

22.02 **Definition and Scope of Grievance**.

a. A Grievance may be filed by an employee, a group of employees or, under circumstances described in Section 22.06 of this section, by the Association/Union of a management interpretation or application of this Memorandum of Understanding, the County Personnel Ordinance or the Personnel Rules.

b. Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; Board of Supervisor's resolution, ordinance or minute order; disciplinary actions except as provided for in Section 21.00; 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/Union may agree to start the grievance procedure at any step on issues involving Association/Union rights. Further, County management is required at all formal levels of the grievance procedure to consult with the Director of Human Resources, or their designee, concerning the relationship of the grievance to Federal, State, or County law, resolution or minute order or Memorandum of Understanding to the employee's wages, hours or conditions of employment. The Director of Human Resources shall also provide advice as to the effect of any proposed grievance settlement on other County departments. No grievance resolution shall be final until this consultation step has been completed. Time limits set forth herein are not waived pending consultation with the Director of Human Resources or their designee.

Notice that County intends to enforce this portion of the contract: 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.

Step (1) Second-level Management Representative.

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

Step (2) _Appointing Authority.

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

Step (3) Mediation

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

Step (4) _ Arbitration.

If the parties are unable to reach a mutually satisfactory resolution of the grievance as a result of 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. This step is available only to grievances being brought forward by the Association/Union. For all other grievances, Step 2 shall be the final step.

1. 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. This request shall be submitted within five (5) days of the failure to reach mutual agreement on selection of an arbitrator. If mutual selection cannot be made from the list received within five (5) days, the parties shall select the arbitrator by alternately striking names until only one name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list of arbitrators shall be determined by a toss of a coin. The parties shall immediately request available dates from the selected arbitrator.

   If an arbitrator has no available dates within the sixty (60) day period following a request, the parties shall immediately request another list from the Mediation and Conciliation Service.

2. The grievant and his/her representative 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.

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

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

5. No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the Unit represented by the Association/Union and unless such dispute falls within the definition of a grievance as set forth in Section 22.02 and is consistent with all provisions herein. Any dispute as to arbitrability shall be decided prior to any hearing on the merits unless the arbitrator rules that the issues are not separable. Whenever possible, a bench arbitrability decision shall be issued immediately.

6. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be arbitrated and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connections 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. Failure to pursue arbitration pursuant to the time lines outlined in this section shall constitute an abandonment of the grievance.

9. The County and Union shall exchange witness lists seven (7) calendar days prior to Arbitration Hearings. Should it become necessary to supplement the list(s), the other party will be notified as soon as 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. The Director of Human Resources shall have the authority to settle grievances of up to $10,000 in accordance with Board Resolution No. 01-013.

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 and 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/Union.

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

22.06 **Association/Union's Standing to Grieve**. The Association/Union shall have standing to grieve beginning at the first formal step as follows:

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

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

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

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

e. Where the Union/Association believes that an individual employee is being denied rights under the agreement but the individual declines to file a grievance. In this case, the individual must be named.

23.00 SAFETY

23.01 **Safe Working Conditions**. When an employee has reason to believe a work assignment is in an unsafe work area or involves unsafe equipment, the employee shall report the problem to the immediate supervisor and may refuse to work in the area or use the equipment until it has been inspected by the supervisor. Should the supervisor, after such inspection, order the employee to work, the

employee shall do so unless the employee believes, within reason, the work environment to be unsafe. In such instances, 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 **<u>County Safety Committee</u>**. The Deputy Sheriff's General Unit shall designate one (1) representative to the Safety Committee. The purpose of the Safety Committee shall be to review safety policies and procedures and to make recommendations. The committee shall be advisory to the County and recognized employee associations and shall publish a written annual report.

23.03 **<u>Departmental Safety Plan</u>** The County and Association agree that they will both adhere to the settlement agreement dated September 14, 1983 in Butte County Superior Court Case number 78476.

23.04 **<u>Firearms</u>**. The Association hereby indicates its acceptance of the applicable firearm policy.

24.00 EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program shall be maintained in effect for the term of this agreement. Participation in the program is voluntary.

25.00 VEHICLE STANDARDS

The Association shall designate a representative to meet with management to make recommendations on the selection, equipping and replacement of vehicles.

26.00 CATASTROPHIC LEAVE

Refer to Catastrophic Leave Plan contained in the appendix of the Personnel Rules.

27.00 DISABILITY INSURANCE

Each regular employee in the unit shall be required to participate in the Disability Insurance Plan (“the Plan”). Premiums will be paid totally by the employees through payroll deduction. 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.

The County will pay the actual cost of a long term disability insurance program for unit employees, not to exceed Twenty-two Dollars ($22.00) per employee per month. The County's sole obligation shall be to provide the monthly premium and reconcile the monthly bill. The Association is responsible for selection of and enrollment of members in the insurance program and shall fully indemnify, hold harmless and defend the County against any claims arising from the program.

28.00 UNIFORM POLICY

For the term of this agreement, the County will continue to provide uniforms pursuant to Departmental order 3010.

The County shall report to PERS monthly the following amounts for the value of County provided uniforms:

- Sheriff Safety $21.00/mo.

29.00 CLASSIFICATION/COMPENSATION STUDY

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

City of Chico, City of Oroville, City of Yuba City, Town of Paradise, El Dorado County, Placer County, Shasta County, Solano County, Sutter County, Yolo County and Yuba County.

30.00 PAST PRACTICES

Past practices are only enforceable if they were used by the parties on or after January 1, 2010. Past practices that have not been used since January 1, 2010 are void and unenforceable.

31.00 PERFORMANCE EVALUATION

The County shall use the Butte County Sheriff's Office Deputy Sheriff Evaluation attached to the Agreement as Exhibit I to evaluate the performance of Deputy Sheriff's. This form shall continue to be used until or unless determined by the Sheriff to be unnecessary.

32.00 TRAVEL POLICY

Refer to the Travel Policy that is contained in the appendix of the Personnel Rules.

33.00 FULL AGREEMENT

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

shall have a right to meet and confer upon their request. In the absence of agreement on such proposed actions, the County reserves the right to take the necessary action by management direction.

34.00 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Association's membership and 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.

35.00 SAVINGS CLAUSE

If any provision of this memorandum shall be held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of the 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.

36.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of the County of Butte. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any concerted work stoppage, slowdown, or boycott picketing (herein collectively referred to as a work stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any work stoppage during the term of this Memorandum of Understanding, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the County. If in the event of any work stoppage the Association promptly and in good faith performs the obligations of this paragraph, and providing that the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for damages caused by the violation of this provision; however, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity, herein prohibited and the County shall also have the right to seek full legal redress including damages against the employee. The County shall engage in no lockout of employees covered by this memorandum for the term of this Memorandum of Understanding.

37.00 TERMS OF AGREEMENT

This Memorandum shall become effective March 29, 2012 in full and effective up 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.

Signed and entered into this 20th day of April, 2012.

COUNTY OF BUTTE

Jack Hughes
Chief Negotiator, Butte County

BUTTE COUNTY DEPUTY SHERIFF'S ASSOCIATION

Keith Lockwood
Chief Negotiator, DSA

ASSOCIATION RATIFICATION

Ratified by the Butte County Deputy Sheriff's Association on this 9th day of April, 2012.

President, Butte County Deputy
Sheriff's Association

COUNTY RATIFICATION

Ratified by the Butte County Board of Supervisors this 8th day of May, 2012. Minute Order No. 1209-006

Steve Lambert, Chair
Butte County Board of Supervisors

ATTEST:

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

By: _____

ATTACHMENT
A
Salary Schedule

SECTION 57
SALARY PLAN FOR CLASSIFIED POSITIONS

REFERENCE F
LAW ENFORCEMENT (DSA) - GENERAL UNIT CLASSIFICATIONS

(Effective 10-06-07)

Class Code	Classification Title	Range	Hourly Rates								Bi-Weekly Rates							
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6816	Deputy Sheriff	41	$19.2358	$20.1976	$21.2075	$22.2679	$23.3813	$24.5504	$25.7779	$27.0668	$1,538.86	$1,615.81	$1,696.60	$1,781.43	$1,870.50	$1,964.03	$2,062.23	$2,165.34
7017	Investigator I	43	$20.2096	$21.2201	$22.2811	$23.3952	$24.5650	$25.7933	$27.0830	$28.4372	$1,616.77	$1,697.61	$1,782.49	$1,871.62	$1,965.20	$2,063.46	$2,166.64	$2,274.98
7016	Investigator II	49	$23.4369	$24.6087	$25.8391	$27.1311	$28.4877	$29.9121	$31.4077	$32.9781	$1,874.95	$1,968.70	$2,067.13	$2,170.49	$2,279.02	$2,392.97	$2,512.62	$2,638.25
6813	Sheriff's Sergeant	49	$23.4369	$24.6087	$25.8391	$27.1311	$28.4877	$29.9121	$31.4077	$32.9781	$1,874.95	$1,968.70	$2,067.13	$2,170.49	$2,279.02	$2,392.97	$2,512.62	$2,638.25

Effective the First Pay Period After Adoption of MOU: 3% Wage 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	
6816	Deputy Sheriff	41	$20.8029	$21.8430	$22.9352	$24.0820	$25.2861	$26.5504	$27.8779		$1,664.23	$1,747.44	$1,834.82	$1,926.56	$2,022.89	$2,124.03	$2,230.23	
7017	Investigator I	43	$21.8561	$22.9489	$24.0963	$25.3011	$26.5662	$27.8945	$29.2892		$1,748.49	$1,835.91	$1,927.70	$2,024.09	$2,125.30	$2,231.56	$2,343.14	
7016	Investigator II	49	$25.3464	$26.6137	$27.9444	$29.3416	$30.8087	$32.3491	$33.9666		$2,027.71	$2,129.10	$2,235.55	$2,347.33	$2,464.70	$2,587.93	$2,717.33	
6813	Sheriff's Sergeant	49	$25.3464	$26.6137	$27.9444	$29.3416	$30.8087	$32.3491	$33.9666		$2,027.71	$2,129.10	$2,235.55	$2,347.33	$2,464.70	$2,587.93	$2,717.33	

Effective the Pay Period Including January 1, 2013: 1% Wage 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	
6816	Deputy Sheriff	41	$21.0111	$22.0617	$23.1648	$24.3230	$25.5392	$26.8162	$28.1570		$1,680.89	$1,764.94	$1,853.18	$1,945.84	$2,043.14	$2,145.30	$2,252.56	
7017	Investigator I	43	$22.0748	$23.1785	$24.3374	$25.5543	$26.8320	$28.1736	$29.5823		$1,765.98	$1,854.28	$1,946.99	$2,044.34	$2,146.56	$2,253.89	$2,366.58	
7016	Investigator II	49	$25.6001	$26.8801	$28.2241	$29.6353	$31.1171	$32.6730	$34.3067		$2,048.01	$2,150.41	$2,257.93	$2,370.82	$2,489.37	$2,613.84	$2,744.54	
6813	Sheriff's Sergeant	49	$25.6001	$26.8801	$28.2241	$29.6353	$31.1171	$32.6730	$34.3067		$2,048.01	$2,150.41	$2,257.93	$2,370.82	$2,489.37	$2,613.84	$2,744.54	

ATTACHMENT
B-1

Release Time Bank Procedure

Deputy Sheriff's Association
Release Time Bank Procedure

- Employee seeking to use release bank donations will obtain release time form from department personnel/ payroll representative well in advance of the anticipated use date. The employee will indicate which leave balance will be used for affected time with the realization that reimbursement of leave is dependent on the available balance in the Association release time bank.

- Once completed employee will submit form to department in advance of the use date for approval and certification of cumulative hours used in the calendar year. The department personnel/payroll representative will monitor leave bank usage for authorized bargaining unit members to assure the maximum time limits are not exceeded.

- Once Department approval is attained in advance of the use date, form will be forwarded to Human Resources. Human Resources will certify employee's eligibility to use time bank donations.

- Once Human Resources certification is obtained, in advance of the use date, form will be forwarded to the Human Resources Department, payroll section, where the transfer of leave credit will be made from the release time bank to the employee's leave balance.

- Department payroll representative will charge employee's chosen leave balance per form.

***If there are not sufficient leave credits available the form will be returned to the employee's department.

ATTACHMENT
B-2

Release Time Bank Form

County of Butte
Deputy Sheriff's Association Release Time Bank

In accordance with MOU section 4.06 I certify that I am an Association officer or bargaining unit member and as such I am eligible to draw from the Association Release Time Bank for the following purpose:

- ☐ 1. Preparation
- ☐ 2. Association meetings
- ☐ 3. PORAC related meetings
- ☐ 4. To assist a member at the formal steps of the disciplinary and/or grievance procedure.

Date for time off:
Duration of time off:

I understand that I will use my own leave accruals and be ***reimbursed*** through the leave bank.

I choose to use the following leave:

- ☐ a. Comp time
- ☐ b. Vacation
- ☐ c. Holiday

I further understand that this ***reimbursement*** of hours is limited to a maximum of 40 hours per year per officer/bargaining team member (for purposes a, b, c) and that it is also limited by the amount of donations in the leave pool.

I understand requests to utilize time bank donations must be made reasonably in advance of use and approval is subject to the operational necessity of the department. I further understand that the County is not required to grant time bank usage if to do so would result in overtime.

Print full name_____ Employee No._____

Employee Signature _____ Date_____

Department_____

For Department Use

Department Approval

Signed_____ Date_____

Cumulative hours utilized in current calendar year_____

For Human Resources Department Use

I certify that the applicant is an Association officer or bargaining unit team member and as such is eligible for hours from the Association release time bank:

Signed_____ Date_____

For HR Office Use

All conditions for utilization of the Association release time bank have been met and _____hours were transferred on (date)_____

Signed_____ Date_____

EXHIBIT
I

Butte County Sheriff's Office
Deputy Sheriff Evaluation

EXHIBIT A

BUTTE COUNTY SHERIFF'S OFFICE
Deputy Sheriff Evaluation Attachment

Deputy's Name (Last, First)	Employee #	Evaluator's Name (Last, First)	Employee #	Date

RATING INSTRUCTIONS: Rate observed behavior with reference to the Standardized Evaluation Guidelines. A narrative evaluation must be attached. The deputy is required to verify, in writing, the rating in the left hand column. Check "N.O." box if not observed. Check "N.A." box if not applicable, and comment in narrative. Indicate remedial training in right hand column and provide a narrative description of the actions taken. Ratings below 4, or 7, require specific details supporting the rating in the narrative.

Number of sick hours used during this evaluation period (not ADA related):

Assignment

RATING SCALE

Unacceptable by Departmental Standards			Acceptable Level			Superior by Departmental Standards
1	2	3	4	5	6	7

		1	2	3	4	5	6	7	N.O	N.A.	CATEGORIES	R.T.
											ATTITUDE	
1.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	1. Acceptance of feedback	☐
2.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	2. Attitude toward police work	☐
3.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	3. Integrity/Ethics	☐
4.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	4. Leadership	☐
											APPEARANCE	
5.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	5. General appearance	☐
											RELATIONSHIPS	
6.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	6. With citizens/community	☐
7.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	7. With other department members	☐
8.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	8. Community organizing	☐
											PERFORMANCE	
9.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	9. Driving skill: Normal conditions	☐
10.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	10. Driving skill: Moderate/high stress conditions	☐
11.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	11. Use of map book: Orientation/response time	☐
12.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	12. Routine forms: Accuracy/completeness	☐
13.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	13. Report writing: Organization/details	☐
14.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	14. Report writing: Grammar/spelling/neatness	☐
15.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	15. Report writing: Appropriate time used	☐
16.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	16. Field performance: Non-stress conditions	☐
17.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	17. Field performance: Stress conditions	☐
18.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	18. Investigative skills	☐
19.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	19. Interview/interrogation skills	☐
20.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	20. Self-initiated field activity	☐
21.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	21. Officer safety: General	☐
22.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	22. Officer safety: Suspicious persons/suspects/prisoners	☐
23.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	23. Control of conflict: Voice command	☐
24.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	24. Control of conflict: Physical skill	☐
25.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	25. Problem-solving/decision-making	☐
26.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	26. Problem-solving techniques	☐
27.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	27. Communications: Use of codes/procedure	☐
28.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	28. Radio: Listens and comprehends	☐
29.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	29. Radio: Articulation of transmissions	☐
											KNOWLEDGE	
30	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	30. Department policies and procedures	☐
31.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	31. Knowledge of the criminal statutes	☐
32.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	32. Knowledge of criminal procedure	☐
											SUPERVISOR	
33.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	33. Scheduling and Coordinating	☐
34.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	34. Training and instructing	☐

35.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	35.	Evaluating subordinates	☐
36.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	36.	Leadership	☐
37.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	37.	Operational economy	☐
38.	☐	1☐	2☐	3☐	4☐	5☐	6☐	7☐	☐	☐	38.	Supervisory control	☐

Summary Evaluation (Check overall performance)

☐ Not Satisfactory ☐ Requires improvement

☐ Effective, Meets standards ☐ Exceeds Standards

Continuation of Performance Evaluation
Employee:

Job Strengths

Progress Achieved

Goals

Deficiencies

Employee

Rater