

**SIDELETTER OF AGREEMENT  
BY AND BETWEEN THE  
COUNTY OF MADERA  
AND THE  
MADERA COUNTY CORRECTIONAL OFFICERS' ASSOCIATION  
(Correctional Officer Unit)**

The parties, having met and conferred, hereby mutually agree to amend the work period for members in the unit to assist in the reduction of overtime expenditures due to high state-wide demand for Correctional Officers and to provide employees with a better work/life balance. The following shall be implemented:

1. Hours of Work

A. Jail Operations:

- I. Members of the unit assigned to work jail operations shall be assigned a work schedule that will consist of a twelve (12) hour work shift, inclusive of mealtime. In accordance with section 207(k) of the Fair Labor Standards Act ("FLSA"), the work period shall consist of fourteen (14) consecutive days, totaling eighty (80) working hours. The work period shall include alternating workweeks consisting of three (3) workdays and four (4) workdays, with a total of seven (7) workdays in the work period.
- II. Without altering the total hours in the work period, the Sheriff or their designee may, in order to meet changing budgetary or staffing needs, decrease the number of hours in one (1) of the seven (7) twelve (12) hour workdays in the work period to eight (8) hours.

B. Administration and Specialty Assignments:

- I. Members of the unit assigned to work in administrative assignments and/or specialty assignments shall be assigned to one of the following work schedules, inclusive of mealtime, based on operational need:
  - a) Five (5) working days of eight (8) hours each in a seven (7) day period.
  - b) Four (4) working days of ten (10) hours each in a seven (7) day period.

2. Overtime hours are paid at one and one-half times (1.5x) the employee's regular rate of pay as identified below:

- a) For members assigned to 12-hour shifts, overtime shall be paid for all hours actually worked over eighty (80) hours in the fourteen (14) day period.
- b) For members working a 5/8 or 4/10 work schedule, overtime shall be paid for all hours actually worked over forty (40) hours in the seven (7) day period.

3. Paid leave hours, absences without pay and holidays observed are not considered hours actually worked when calculating overtime hours.

4. Standby compensation of one dollar and twenty cents (\$1.20) per hour shall be paid to employees who are required to remain available for call back at any time. Standbys shall be approved in advance by the Sheriff or their designee.

5. Full day absences charged to accumulated vacation/sick leave credit (or other allowable leave balances) shall be charged according to the number of hours the employee is scheduled to work.
6. When a paid holiday falls on an employee's regularly scheduled day off, the employee shall receive eight (8) hours (or the prorated amount if less than full-time) of holiday pay in their holiday compensation leave balance.
7. When a paid holiday falls on an employee's regularly scheduled day, and the employee requests to take the holiday off, the employee will be charged for their full day absence as identified in item #5 above and shall also receive eight (8) hours (or the prorated amount if less than full-time) of holiday pay in their holiday compensation leave balance.
8. To the extent possible, employees shall schedule planned sick leave, such as elective medical procedures, doctor/dental appointments, etc. on regular days off.
9. Exhibit A identifies Memorandum of Understanding ("MOU") language that will be amended due to this Agreement.
10. The change to a ten (10) hour and/or twelve (12) hour work shift will be re-evaluated after a six (6) month period. During the six (6) month evaluation period, the Sheriff, or designee, or the Association may terminate the work shift by a request in writing no later than thirty (30) days prior to the end of the six (6) month period.  
  
If the ten (10) and/or twelve (12) hour work shift is not terminated as specified above, a second six (6) month evaluation period shall occur during which the Sheriff, or designee, may terminate the schedule by notifying the Association in writing of the decision.
11. All provisions of the MOU not amended by this Agreement shall remain in effect.

Agreed this 31st day of May, 2023.

COUNTY OF MADERA:

*Susan Carter*

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Susan Carter, Chief Negotiator

*Roman Noriega*

Roman Noriega (May 31, 2023 10:04 PDT)

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Roman Noriega, Co-Negotiator

MADERA COUNTY CORRECTIONAL  
OFFICERS' ASSOCIATION:

*Peter Orta*

Peter Orta (May 15, 2023 10:03 PDT)

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Peter Orta, President

*Roger D. Wilson*

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Roger Wilson, Business Representative

## EXHIBIT A

### ARTICLE 6.1 – HOURS OF WORK

#### A. Workweek and Working Hours

Except as specifically provided in this Memorandum of Understanding, eight (8) hours per day, inclusive of mealtime, shall constitute a regular days' work for all Employees covered by this Memorandum of Understanding. The workweek shall be five (5) working days of eight (8) hours each, unless mutually agreed upon in writing between the County and Association.

##### 1. Jail Operations:

- a. Members of the Correctional Officer unit assigned to work jail operations shall be assigned a works schedule that will consist of a twelve (12) hour work shift, inclusive of mealtime. In accordance with section 207 (k) of the Fair Labor Standards Act ("FLSA"), the work period shall include alternating workweeks consisting of three (3) workdays and four (4) workdays, with a total of seven (7) workdays in the work period.
- b. Without altering the total hours in the work period, the Sheriff or their designee may, in order to meet changing budgetary or staffing needs, decrease the number of hours in one (1) of the seven (7) twelve (12) hour workdays in the work period to eight (8) hours.

##### 2. Administration and Specialty Assignments:

- a. Members of the Correctional Officer unit assigned to work in administrative assignments and/or specialty assignments shall be assigned to one of the following work schedules, inclusive of mealtime, based on operational need:
  - i. Five (5) working days of eight (8) hours each in a seven (7) day period.
  - ii. Four (4) working days of ten (10) hours each in a seven (7) day period.

#### B. Alternate Work Schedules

1. It is agreed that Correctional Officers assigned to the jail may be given a work schedule consisting of a twenty-eight (28) day cycle with a 7K exemption under the Fair Labor Standards Act (FLSA).
2. Alternate schedules and shift patterns (e.g., 4/10 or 9/80) may be implemented upon mutual agreement of the Department Head and the Association, with final approval of the Board of Supervisors.

Any mutually agreed upon alternative work schedule or shift pattern will be re-evaluated after a ninety (90) day period. During the ninety (90) day evaluation period, the Department Head or the Association may terminate the schedule by a request in writing no later than fifteen (15) days prior to the end of the ninety (90) day period.

If the alternative work schedule or shift pattern is not terminated as specified above, a second ninety (90) day evaluation period shall occur during which the Department Head may terminate the schedule by notifying the Association in writing of the decision.

## ARTICLE 6.2 – SENIORITY

### A. Seniority Defined

1. Seniority is defined for this section only as the hire date for the classification of Correctional Officer I and Correctional Officer II.
2. Seniority is defined for this section only as the promotional or hire date for the classification of Correctional Corporal.
3. Seniority is defined for this section only as the promotional or hire date for the classification of Correctional Sergeant.

### B. Shift Assignments

Subject to Article 6.2 (A), shifts and regular days off shall be assigned on the basis of seniority in each employee's classification (i.e., Sergeant, Corporal, Correctional Officer II, and Correctional Officer I) in a non-probationary status in the Madera County Jail for Employees in a flexibly staffed classification series. Such Employees shall be able to bid for shift assignments and regular days off (RDO) every six months. For training purposes, the Department shall assign probationary employees in the classifications of Correctional Sergeant, Correctional Corporal, and Correctional Officer I to specific shifts and regular days off. Probationary Employee preferences may be considered; however, the decision for shift assignment and regular days off shall be at the discretion of the Department Head or designee.

The shift bid process shall be completed based on seniority as defined in Article 6.2 (A); however, if it's determined by the Department that there is a need to place a female officer in the bid slots based on Penal Code 4021 requirements, then such request shall be satisfied by moving the least senior female officer to fill the open and necessary female slots.

Employees who are selected by management to fill special assignments shall bid for shift; days off as available in said assignment according to seniority.

The current special assignments are:

- Transportation
- Classifications Services Unit
- Community Services
- Administrative Unit

Should the Department modify this list of special assignments; the impact of such modification will be subject to the meet and confer process.

### C. Vacation Assignment

Employees of the Madera County Jail will have the opportunity to bid for vacation periods (a minimum of one (1) bid of ~~five (5) consecutive days or more~~ one (1) work week per shift change) based upon seniority.

### D. Overtime Assignment

Subject to the above, overtime assignments in the Madera County Jail will be made on the basis of seniority within class as reflected on a voluntary sign-up list to be revised each shift bidding period.

## E. Standby Compensation

### 1. Definition of Standby

When the Employer requires an employee to remain available for call back at any time, the employee shall receive standby pay. Except in cases of emergency, all standbys shall be approved in advance by the Sheriff or their designee.

### 2. Standby Pay

When an employee is required to standby, the employee shall be compensated for such standby time at the rate of one dollar and twenty cents (\$1.20) per hour.

## F. Compensatory Time Off

If Employees within the same classification make application for compensatory time off for the same or overlapping time periods, seniority as defined in Article 6.2 (A) of this Agreement will be the determining factor in granting the conflicting time off. -Compensatory time off, vacation accruals and Holiday compensation accumulated by the Employee will be granted in accordance with all provisions of this Agreement. -If authorized in lieu of sick leave, all other provisions of this Agreement shall apply.

## **ARTICLE 6.4 – OVERTIME**

### A. Classifications Receiving Overtime

All classifications receiving time and one-half overtime are listed in Attachment “A”.

### B. Authorization Required

For Employees within the Correctional Officer Unit, if, in the judgment of the Department Head, work beyond the normal workday and/or workweek is required, the Department Head may order overtime work. -No compensatory time off, pay or other credit shall be given to any Employee for any overtime work not specifically authorized by his or her Department Head or designee.

### C. Definition of Overtime

Overtime hours are paid at one and one-half times (1.5x) the employee’s regular rate of pay as identified below:

1. For members assigned to 12-hour shifts, overtime shall be paid for all hours actually worked over eighty (80) hours in the fourteen (14) day period.
2. For members working a 5/8 or 4/10 work schedule, overtime shall be paid for all hours actually worked over forty (40) hours in the seven (7) day period.

Paid leave hours, absences without pay and holidays observed are not considered hours actually worked when calculating overtime hours. Overtime hours are paid at one and one-half times (1.5x) the employee’s regular rate of pay.

### D. Overtime Requirements

Overtime work for Employees within the Correctional Officer Representation Unit shall be subject to the following:

4. Except in cases of emergency, Employees shall not be required to work overtime unless such overtime has been specifically authorized in advance by the Department Head or designee.
5. Employees required to work overtime shall be compensated by either cash or compensatory time at the Employee's option. The Employee's choice to be paid either by cash or compensatory time is made at the time the overtime is earned.
6. Should an employee move from an overtime eligible position into an overtime exempt position, any accumulated compensation time shall be paid out to the employee at the employee's regular rate of pay prior to the position change.
7. An Employee requesting the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time off will not unduly disrupt the operations of the Employee's department.
8. Should it be necessary, due to fiscal/budgetary constraints, the Department Head may direct that an Employee utilize accrued compensatory time in lieu of accrued vacation for leave requests. The exception to the mandatory use of compensatory time off in lieu of vacation would be if the Employee is at or near the 360-hour vacation cap and unable to earn or accrue additional vacation hours.
9. The Employee shall have vested interest in cash for any accumulated compensatory time upon termination of employment for any reason. An employee shall be paid for accumulated compensatory time at time of termination at the average regular rate received by the employee during the last three (3) years of employment, or the final regular rate received by the employee, whichever is higher.
10. When, due to an emergency, an Employee is required to return to work on other than his regularly scheduled workday (shift), the Employee shall be entitled to callback compensation. The County shall compensate the Employee a minimum of two (2) hours overtime compensation irrespective of the actual time worked when an Employee is called back to perform an emergency task. In the event the task exceeds two (2) hours duration, the total compensation shall be for the hours actually worked.
11. Payment for overtime work shall be calculated based on the employee's regular rate of pay in effect at the time of payment and will be included with the regular salary check in the pay period in which it was worked.

#### E. No Bumping of Less Senior Staff

There shall be no bumping of less senior staff who have scheduled overtime shifts with less than a forty-eight (48) hour (2 day) notice in advance of the overtime shift.



# BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER  
200 WEST 4<sup>TH</sup> STREET / MADERA, CALIFORNIA 93637  
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Members of the Board  
Jordan Wamhoff, District 1  
David Rogers, District 2  
Robert L. Poythress, District 3  
Leticia Gonzalez, District 4  
Robert Macaulay, District 5

## AGENDA ITEM SUBMITTAL

**June 20, 2023**  
Chairman David Rogers

<b>DEPARTMENT</b> Department of Human Resources		<b>DEPARTMENT CONTACT</b> Susan Carter 559-675-7705		<b>AGENDA ITEM</b> 6.g <b>DISCUSSION</b> <b>ITEMS:</b>									
<b>SUBJECT:</b> Shift Change Sideletter of Agreement – Correctional Officer Unit		<b>REQUIRED VOTE:</b> 3/5 Votes Required	<b>DOC. ID NUMBER</b> 9697	<b>DATE REC'D</b>									
<b>STRATEGIC FOCUS AREA(S):</b> Employees													
<b><u>For Clerk of the Board's Office Use Only</u></b>													
<b>BOARD'S ACTION:</b>													
<table border="0"> <tr> <td><b>RESULT:</b></td> <td><b>APPROVED [UNANIMOUS]</b></td> </tr> <tr> <td><b>MOVER:</b></td> <td>Leticia Gonzalez, Supervisor - District No. 4</td> </tr> <tr> <td><b>SECONDER:</b></td> <td>Jordan Wamhoff, Supervisor - District No. 1</td> </tr> <tr> <td><b>AYES:</b></td> <td>Wamhoff, Rogers, Poythress, Gonzalez, Macaulay</td> </tr> </table>						<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>	<b>MOVER:</b>	Leticia Gonzalez, Supervisor - District No. 4	<b>SECONDER:</b>	Jordan Wamhoff, Supervisor - District No. 1	<b>AYES:</b>	Wamhoff, Rogers, Poythress, Gonzalez, Macaulay
<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>												
<b>MOVER:</b>	Leticia Gonzalez, Supervisor - District No. 4												
<b>SECONDER:</b>	Jordan Wamhoff, Supervisor - District No. 1												
<b>AYES:</b>	Wamhoff, Rogers, Poythress, Gonzalez, Macaulay												
Is this item Budgeted? Yes			<b>DOCUMENT NO(S).</b>										
Will this item require additional personnel? No													
Previous Relevant Board Actions: PowerPoint/Supporting Documents: Other/Misc.													

### RECOMMENDED ACTIONS:

Discussion and consideration to adopt the Sideletter of Agreement with the Correctional Officer bargaining unit regarding shift changes.

### DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

#### DISCUSSION

The Sheriff's Office, which oversees the Madera County Jail, identified an operational need to have correctional officers assigned to Jail Operations working twelve (12) hour work shifts.

Correctional officers currently work eight (8) hour work shifts, which requires more officers to fill all work shifts. With current staffing levels and the high demand for correctional officers throughout the State of California, there has been a continued high need for the holdover of correctional officers to cover shifts. This has impacted the County Jail with retention issues, as well as a significant increase in the County Jail's budget for the payment of overtime.



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The sideletter attached outlines the agreement reached between the County and the Correctional Officer bargaining unit and is before the Board of Supervisors (Board) for ratification. Following the Board's approval, it's the intent of the Sheriff's Office to move to twelve (12) hour work shifts for its Jail Operations effective July 15, 2023.

## **FISCAL IMPACT:**

The fiscal impacts associated with the recommended action have been reviewed and approved by County Administration.

## **ATTACHMENTS**

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1. Shift Change Sideletter