

Memorandum of Understanding

By and Between

County of Madera

and the

**Madera County Correctional Officers' Association
(Correctional Officer Unit)**

July 1, 2024 – June 30, 2025

Memorandum of Understanding – Correctional Officer Unit

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CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1.1 – INTRODUCTION

A. Term

This Memorandum of Understanding made and entered into this **13th day of March 2025** by and between the County of Madera ("County") and the Madera County Correctional Officers' Association ("Association"), for and on behalf of the Employees hereinafter identified. Upon adoption by the Board of Supervisors of Madera County, the Memorandum will become binding between the County and the Association.

B. Term of MOU

Except as otherwise provided herein, this Memorandum shall be effective upon adoption by the Board of Supervisors of the County of Madera and remain in effect until midnight the 30th day of June 2025.

C. Scope of Agreement

This shall constitute the full and complete agreement between both parties and shall supersede and cancel all previous agreements and memorandums of understanding, both written and oral. The parties agree that except as expressly set forth herein, this contract shall not be subject to reopening on any item for the duration of the Agreement or unless mutually agreed to by both parties. Neither party is obligated to agree to reopen this contract except as stated herein, and any agreement to reopen this contract must be signed in writing by the parties.

ARTICLE 1.2 – RECOGNITION

A. Association Recognition

Pursuant to Sections 3500-3510 of the Government Code of the State of California and subject to the provisions of Madera County Code Chapter 2.63, the Association is recognized as the certified Employee organization having the exclusive right to meet and confer for all Employees within classifications designated in the Correctional Unit.

B. Bargaining Unit

The Employer hereby recognizes the Association as the only organization entitled to meet and confer on matters within the scope of representation.

C. Unit Classifications

The classifications and referenced salary range of this Unit are listed in Attachment "A".

D. Mutual Obligation

The Association and Employer recognize and acknowledge their mutual obligation and responsibility to effectuate the purpose set forth in, and to adhere to, the conditions and clauses set forth in this Memorandum of Understanding.

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E. Representation

The Association recognizes its obligation to cooperate with the Employer to assure maximum service of the highest quality and efficiency to the citizens of the County of Madera, consistent with its responsibilities to the Employees it represents and as the certified Employee organization the Association is obligated to represent all Employees covered by the Memorandum of Understanding as required by law.

F. Definitions

1. Employer
The term "Employer" as used herein shall refer to the County of Madera.
2. Association
The term "Association" as used herein shall refer to the Madera County Correctional Officers' Association.
3. Employee
The term "Employee" as used herein shall mean any person in the Classified Service employed by the County who is occupying a permanent position, within the Correctional Unit as established under the provisions of Madera County Code Chapters 2.60 and 2.63.
4. Appointing Authority
The term "Appointing Authority" as used herein shall mean the group or person having the lawful power to make appointments or to remove persons from positions in the County service. For the purposes of this Agreement, the term "Appointing Authority" shall be synonymous with the term "department head."

ARTICLE 1.3 – EQUAL EMPLOYMENT OPPORTUNITY

A. Non-Discrimination

The parties to this Agreement agree that they shall not, in any manner, discriminate against any person whatsoever because of sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, military service, the taking of family and medical leave per the Family and Medical Leave Act (FMLA) or pregnancy disability leave, or sexual orientation, political or religious opinions or affiliations, gender identity, or any other protected characteristic under federal, state, or local law. Complaints pursuant to such issues will be handled pursuant to the County equal employment opportunity and anti-harassment policies.

B. Non-Discrimination of Membership

As provided in Madera County Code Section 2.63.040, the Employer will not interfere with or discriminate against any Employee by reason of membership in the Association.

ARTICLE 1.4 – EXISTING POLICIES, SEVERABILITY AND REOPENERS

A. Existing Laws, Regulations and Policies

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This Agreement is subject to all existing laws of the State of California, ordinances, regulations, and policies of the County. The County, the Unit and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

B. County Policies

The Association and Employer have met and conferred on the following:

- Attachment “B” – Computer Equipment and Systems Usage Agreement
- Attachment “C” – Catastrophic Leave Program

C. Severability

The provisions of this Memorandum are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this Memorandum shall for any reason be held to be invalid or unconstitutional, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, subsections, sentences, clauses, and phrases of this Memorandum, but they shall remain in effect, it being the intent of the parties that this Memorandum shall stand, notwithstanding the invalidity of any part.

Should any portion of this Memorandum be found invalid or unconstitutional, the parties will meet and confer, in a timely manner, to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

D. Openers During Term of Agreement

1. It is agreed by both parties to reopen negotiations to discuss proposed changes to the Drug/Alcohol Policy, Sexual Harassment/Discrimination Policy, Dress Code Policy.
2. It is agreed by both parties to reopen negotiations to discuss the possible modification of health and welfare benefits and modifications applicable to the health and welfare benefit vesting schedules for County retirees consistent with future legislation.

E. Exchange of Information

The Employer and the Association agree to promptly exchange all public information and documents regarding wages, hours, and working conditions affecting the Employees of the Correctional Officer Unit.

F. Ratification

Nothing contained in this Memorandum shall be deemed binding on either the Employer or the Association following signing of this Memorandum by the respective parties until it has been ratified by the Association’s membership and has been approved by the Madera County Board of Supervisors.

CHAPTER 2: UNIT RIGHTS

ARTICLE 2.1 – AGREEMENT

A. General Provisions

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Execution of this Memorandum of Understanding by the Association shall not be deemed a waiver of any Association or Employee right unless the right is clearly or explicitly modified or restricted herein.

ARTICLE 2.2 – NOTIFICATION

A. Scope of Representation

The Association shall be informed thirty (30) days in advance in writing by the Employer of any proposed change in working conditions and other terms and conditions of employment not covered by this Memorandum which requires the Employer to meet with Employee Representatives as set forth within the provisions of the Meyers-Milias-Brown Act. In instances where the Employer is proposing to grant recognition to an employee, or employees, that are not in the form of cash, and do not exceed a value of \$200 per employee in any given calendar year, the Employer will notify the Association, however under such circumstances there shall be no obligation to meet and confer.

B. Employee Listing

The County agrees to provide the exclusive representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the County, and home addresses of newly hired employees within 30 days of initial hire or by the first pay period following hire. The County also agrees to provide the exclusive representative with this information for all employees in the bargaining unit at least every 120 days.

C. Notification of Unit Existence

The Association shall provide each new Employee with a copy of the Memorandum of Understanding in effect along with information regarding the Association and their duties and responsibilities.

ARTICLE 2.3 – EMPLOYEE REPRESENTATIVES

A. In General

Representatives of the Association shall have reasonable access to Employees during their scheduled rest periods, provided such access does not interfere with County business. Department Heads and first-line supervisors will be notified by the Employer of the provisions of this Section. Solicitation for membership and other business of the Association shall not be conducted during working time.

B. Access to Bulletin Boards

Reasonable space will be made available within the Madera County Jail to place an Association purchased bulletin board. The Association is responsible for maintaining all such boards and will hold the County harmless for any materials posted on Association property

C. Grievance Representation

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Representatives of the Association shall have access to any Employee or Employees presenting a grievance in accordance with Article 7.1.

D. Disciplinary Action Representative

Any Employee has the right to have an Association Representative represent them at all stages of disciplinary action. A Representative of the Association may be present upon request during questioning of an Employee which could lead to punitive action against said Employee. This Section shall not infringe on any management rights set forth in Article 3.1.

Any dispute of procedural issues pertaining to the application of this section shall be resolved by applying those provisions specifically set forth in Government Code Section 3300, which pertain to investigation or discipline.

E. Association Representative

In addition to his regularly assigned work, the Association Representatives shall be permitted reasonable time during working hours to notify the Business Representative of any violations of this Memorandum. The Representative may contact the Business Representatives during business hours to report grievances, violations of this Memorandum of Understanding or to report safety violations.

F. Bargaining Representation

The Association shall designate different official representatives for the purpose of meeting with management on a departmental and administrative level. The Association shall also designate alternates to such official representative for the purpose of specific meetings by advance notice to the County Administrative Officer or designee.

G. Release Time

The Employer shall provide release time without the loss of compensation or other benefits for a reasonable number of official Representatives of the Association upon request, based on the operational needs of the department, for the following reasons:

1. Attendance at meetings of a disciplinary nature when presence is requested by the Employee.
2. Attendance at meetings with Management at either the Departmental or County level.
3. Attendance at New Employee Orientation
4. Meet and confer session.
5. Testifying or appearing as the designated Association representative in conferences, hearings, or proceedings before the Public Employment Relations Board or agents thereof or in matters before the Civil Service Commission or Board of Supervisors.

H. Union Right of Access to New Employee Orientations

The County shall provide the exclusive representative with at least 10 days' notice in advance of a new employee orientation or other onboarding process, including the dates and times available for bargaining unit representative(s) to meet with new employees. The County will

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provide the Association with an annual or other periodic schedule of new employee orientations when available. Such notification shall meet the '10-day notice' requirement.

Representatives will be given a maximum of thirty (30) minutes to meet with newly hired employees of their bargaining unit at the end of the New Employee Orientation. The exclusive representative will be allowed to communicate with new employees without interference and may provide written materials to the new employees.

The exclusive representative will provide the Department of Human Resources with the name of the employee representative who will attend the orientation, on behalf of the Association, to meet with newly hired employees of their bargaining unit. That employee shall be provided with release time from their regular duties, including travel time, for this sole purpose.

ARTICLE 2.4 – UNION DUES

A. Dues Deduction

The Employer will deduct Association dues from the payroll warrant of each Employee who has submitted a payroll deduction authorization. Such dues deductions shall be remitted to the Association monthly with an itemized statement.

The Association shall keep the Employer currently informed as to the amount of dues to be deducted and such notification shall be certified to the Employer in writing over the signature of authorized Officers or Representatives of the Association.

B. Certification

The changes in the Association membership dues shall be certified to the Employer at least one (1) pay period in advance of the effective date of such changes and the Employer shall have no responsibility for the collecting of fees, assessments, or other deductions unless such deductions are certified to the Employer as prescribed at least one (1) pay period in advance of the payday upon which such deduction is to be made.

C. Revocation

An Employee may revoke their prior dues deduction authorization only upon a written request, which must be submitted to the Department of Human Resources.

D. Indemnification

The Association shall indemnify, defend, and hold the Employer harmless against all claims, demands, expenses, judgments, or other liabilities on account of dues collected by the Employer and paid over to the Association.

E. Refund to Employer

The Association agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence thereof.

CHAPTER 3: COUNTY RIGHTS

ARTICLE 3.1 – MANAGEMENT RIGHTS

The Employer retains the exclusive right to manage the County. All the rights, powers, functions, and authority of the Employer which it had prior to the time the Association became certified as Representative of the Employees of the Employer and which are not limited or modified by specific provisions of this Memorandum, are retained by the Employer. The Employer specifically retains the right to manage and supervise its Employees as follows:

1. To hire, promote, transfer, assign, classify positions, retain Employees, and to suspend, demote, discharge, or take other disciplinary action against Employees.
2. To layoff or demote Employees from duties because of lack of work, lack of funds, in the interest of the economy, or other legitimate reasons.
3. To determine the policies, standards, procedures, methods, means and personnel by which County operations are to be conducted.
4. To take whatever actions may be necessary to carry out the mission of the County in situations of emergency. For the purposes of this Memorandum, “emergency” is defined as a situation which is generally of short duration and not usually recurring.
5. All rights formerly or presently claimed by or vested in the County on the effective date of this Memorandum of Understanding and not otherwise mentioned in Article 3.1 are retained by the County unless explicitly waived by the County by Resolution or by a Memorandum of Understanding.
6. Nothing in this Memorandum of Understanding shall be construed to interfere with the County’s right to manage its operations in the most economical and efficient manner consistent with the best interest of all the citizens, taxpayers, and Employees of Madera County.

CHAPTER 4: WAGES

ARTICLE 4.1 – SALARY

A. Base Wage Rate

1. The wage rates for all Employee classifications covered herein shall be as shown in the Salary Table identified as “Peace Officer Related Classifications” (Attachment “D”).
2. Shift differential pay, longevity pay, assignment pay, and all other incentives required to be paid under this MOU, will be separately calculated based solely on the Employee’s base rate of pay. This section shall be effective for new employees upon ratification of the MOU.

B. Payroll

Employees shall receive monthly pay on the last working weekday of the month, except in circumstances which are beyond the control of the Board of Supervisors.

C. Direct Deposit

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The County shall provide the option of automatic deposit of their monthly pay to certain financial institutions.

D. Pay Card

Effective January 1, 2022, Pay Cards shall be authorized to those employees who do not wish to have their monthly pay electronically submitted via direct deposit to a financial institution.

ARTICLE 4.2 – SPECIFIED WAGE ADJUSTMENTS

A. Appointment to a Position in a Class with a Higher Rate of Pay

Employees appointed to a position of higher salary range than previously held as a result of promotion, position reclassification, or temporary assignment to work out of class, shall be paid at the nearest higher salary in the new range which will provide at least a five percent (5%) increase, except that no increase shall exceed the “H” step of the new range. Salary increases pursuant to this Section shall be effective on the date of appointment, and in the case of promotion or reclassification, a new anniversary date shall be established.

B. Temporary Assignment Pay/Working Out of Class

When an Employee is temporarily assigned work out-of-classification, the Employee will receive the pay of the higher classification commencing on the 15th regularly scheduled consecutive working day of such assignment. Where the assignment is made, and the Employer has knowledge that it will be an extended vacancy/absence (more than 15 days) giving rise to the assignment, the acting pay differential shall commence immediately upon assignment. All requests for temporary assignments shall be submitted to the Director of Human Resources for authorization or denial.

C. Extra Help Shift Coverage at the Madera County Jail

1. Work opportunities of a voluntary and sporadic nature may be offered to those represented by the Deputy Sheriff’s Association and the Deputy Probation Officer’s Association for shift coverage at the Madera County Jail.
2. Compensation will be based upon each employee’s regular hourly rate of pay, not to exceed the ‘H’ Step hourly rate of the Correctional Officer II classification.
3. Hours worked shall be calculated pursuant to the terms and conditions for overtime set forth in that Memorandum of Understanding which is applicable to each employee’s regular full-time employment. Other entitlements, or provisions of the Memorandum applicable to regular full-time employment, shall not be applicable to sporadic employment, i.e., work out of class, night premium, call back, etc.
4. Deputy Sheriffs and Deputy Probation Officers performing the work and duties of Madera County Correctional Officers pursuant to this section shall retain their classification designations as Deputy Sheriffs or Deputy Probation Officers (including Juvenile Detention Officers) for all purposes. The parties acknowledge and agree that the principal duties of Deputy Sheriffs and Deputy Probation Officers working in the

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County's correctional/detention facility pursuant to this section remain that of Deputy Sheriff or Deputy Probation Officer.

5. Hours worked at the Madera County Jail shall be recorded on a separate timesheet and submitted to the Assistant Sheriff or their designee each pay period, pursuant to normal deadlines for timesheets. There shall be no option to accrue compensatory time in lieu of overtime pay for hours worked during shift coverage pursuant to this section.
6. The parties shall submit a combined roster with the name and contact numbers of employees who are eligible to work pursuant to this section. Said roster shall list employees in the order by which contact should be made.
7. All employees working subject to this section shall be responsible for ensuring that the totality of hours worked in both their regular employment and in their extra-help employment are in compliance with established safety criteria, which is listed below as Exhibit 'A'.
8. This section shall not confer upon any Employee an expectation, right, or entitlement to work or receive shift coverage hours, nor shall it limit the County's exclusive right to employ and schedule employees outside of the above-referenced units for full-time, part-time, extra-help, temporary, or sporadic service with the Madera County Jail.
9. Nothing in this section shall constitute a practice or benefit of employment not otherwise provided in current recognized Memoranda of Understanding.

Exhibit A – Safety Criteria

Madera County Custodial Facilities – 8 Hour Work Schedules

Safety Criteria for the protection of employees, as well as those in our custody, has been previously established as follows:

In any given seven (7) day work period, as reported on the timecard, overtime shall not exceed 32 extra hours worked.

Officers are not to work more than (1) "back-to-back" shift in any two (2) day (48 hour) period.

There shall be a minimum of one full day (24 hours) off during the seven (7) day work period as reported on the timecard.

Officers must have eight (8) hours off duty after working any consecutive 16 hours.

D. Bilingual Pay

Bilingual Pay shall be paid at the rate of \$65 per pay period.

Employees with bilingual skills may be eligible for bilingual pay for the use of a second language as requested by the department head. The Department of Human Resources shall schedule the employee for a proficiency examination after the request is received. Employees who are deemed proficient in the second language, will qualify for the bilingual pay. Part-time employees' bilingual pay shall be prorated. The effective date of the bilingual pay will be the pay period following the proficiency determination.

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Employees who do not pass the proficiency examination must wait six (6) months to request to be retested. The decision of the Director of Human Resources to approve or remove bilingual pay shall be final and not subject to the grievance procedures.

Employees who move to another position that does not require the use of the second language shall have the bilingual pay removed.

Employees who receive bilingual pay and are absent without pay for more than eighty-eight (88) hours during a pay period, will not be eligible to receive the bilingual pay for that pay period.

E. Public Information Team (PIT) Incentive Pay

Effective January 1, 2018, incentive pay in the amount of three percent (3%) shall be granted to any unit employee who is assigned by their department head to perform duties related to the Madera County Public Information Team, as approved by the Board of Supervisors on October 24, 2017.

The employee assigned to perform duties related to the Madera County Public Information Team is also required to maintain the content of the department's website. The three percent (3%) incentive pay also compensates the employee for these duties.

The three percent (3%) incentive pay is not defined as Special Compensation pursuant to the provisions of the California Public Employees Retirement System (CalPERS). As a result, the incentive is not subject to the County's or the assigned employee's retirement contribution rate each pay period and will not be included as part of final compensation for retirement purposes.

Should the three percent (3%) incentive pay become defined as Special Compensation, the County will begin the appropriate reporting to CalPERS, and the incentive pay will be subject to the County's and the assigned employee's retirement contribution rate each pay period.

The department head reserves the right to assign an employee to perform duties related to the Madera County Public Information Team and to maintain the department's website based on employee skill set, performance and/or operational need; therefore, the duties associated with the three percent (3%) incentive pay can be reassigned to other employees, who may be represented by a different bargaining unit.

F. Overpayment/Underpayment

The County Auditor-Controller shall be authorized to apply, in full, any necessary salary adjustment resulting from overpayment or underpayment to the next succeeding pay period, without regard to cause of such underpayment or overpayment.

ARTICLE 4.3 – ASSIGNMENT PAY

A. Maximum Assignment Pay

No Employee shall receive assignment pay for which the cumulative total, when added to other assignments, exceeds five percent (5%). The Canine Handler Assignment Pay is not included in the calculation of the cumulative total of the maximum assignment pay.

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B. Assignments

Assignment pay shall be calculated solely from the base rate of pay.

1. Transportation Assignment

A Correctional Officer, Correctional Corporal, or Correctional Sergeant assigned to the Transportation Assignment will be compensated, during the period of assignment, an additional two and one-half percent (2.5%). No more than ten (10) Employees shall be eligible to receive such assignment pay.

2. Classification Services Unit Assignment

A Correctional Officer, Correctional Corporal or Correctional Sergeant assigned to the Classification Services Unit Assignment will be compensated, during the period of assignment, an additional two and one-half percent (2.5%). No more than four (4) Employees shall be eligible to receive such assignment pay.

3. Corrections Emergency Response Team (CERT) Assignment

A Correctional Officer, Correctional Corporal or Correctional Sergeant assigned to the CERT Assignment will be compensated, during the period of assignment, an additional two and one-half percent (2.5%). No more than fourteen (14) Employees shall be eligible to receive such assignment pay.

4. Canine Handler Assignment

Correctional Officers approved to participate in the County's Canine Program shall receive fair and reasonable compensation in the amount of seven percent (7.00%) in recognition of the additional qualifications necessary to the task of handling a detection canine.

This compensation shall be in the nature of premium pay and is sufficient to compensate officers for all activities specifically related to canine care. "Canine care" is understood to mean the care and maintenance of the canine at the Officer's residence, including feeding, bathing, exercising, cleaning of the home kennel and any County vehicle involved in transportation, and bonding with the canine.

The County shall install kennels at the homes of canine handlers at no expense to the handler. This does not include the installation of permanent fixtures (i.e., cement pads, fencing, etc.). The County, subject to the Appointing Authority's prior approval, shall be responsible for payment of all food and veterinary care for the canine, as well as all other equipment related to canine care and training. All equipment purchased for the canine shall be the property of the County.

ARTICLE 4.4 – CLASSIFICATION STUDIES

A. Classification Specifications

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If during the term of this Memorandum of Understanding, classification specifications are created or deleted for classes within the Correctional Officer Unit, the Employer agrees to discuss with the Association the proposed adoption or deletion of such classification specifications and meet and confer on proposed salary ranges.

B. Classification Review

When an Employee determines that over a period of time a majority of their job duties have changed or have been modified, it shall be the right of the Employee to request, in writing, a reclassification audit to be conducted by the Director of Human Resources, or designee.

C. Reclassification

All Employee reclassification requests as provided for above will be processed and either approved or denied by the Director of Human Resources in a timely manner. Reclassifications resulting in a salary increase/decrease will be made effective the first day of the pay period following receipt of the request in the Department of Human Resources.

D. AB 2197

The Correctional Officer Unit supported AB 2197, effective January 1, 2019, whereby upon resolution by the County of Madera Board of Supervisors, custodial officers employed by the Madera County Jail are authorized to perform the duties set forth in Penal Code 831.5(i) in a facility located in Madera County. The parties agree to the following:

1. The Correctional Officer Unit members support the implementation of AB 2197 as set forth in an attached resolution of the County of Madera Board of Supervisors authorizing custodial officers employed by the Madera County Jail to perform additional duties as authorized by Penal Code section 831.5 and AB 2197.
2. The job specifications for Correctional Officer Unit members who are employed in the affected classifications will be modified, at a minimum, to include the performance of duties authorized by the Madera County Board of Supervisors.
3. Penal Code section 831.5(k) does not assert that the duties of custodial officers are equivalent to the duties of deputy sheriffs and does not affect the ability of the County of Madera to negotiate pay that reflects the different duties of custodial officers and deputy sheriffs.
4. Any future need to meet and confer to implement this Agreement and the provisions of Penal Code section 831.5 and AB 2197, may be sought in writing, from either party.

ARTICLE 4.5 – SHIFT DIFFERENTIAL

A. Night Duty Differential

Employees who are required to perform night duty as defined herein on regularly established shifts, shall, in addition to their regular salary, be paid \$5.00 per night shift worked.

B. Night Duty Defined

A night shift shall mean an assigned schedule of work hours of which at least $\frac{3}{4}$ of the shift is after 5:00 P.M. and before 8:00 A.M.

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C. Night Duty Limitation

Night duty, as herein provided, is limited to the first eight hours of a work shift exclusive of overtime and does not include call-back overtime.

ARTICLE 4.6 – PROBATIONARY PERIOD

A. Probationary Period Timeframe

An Employee appointed from an eligible list to a permanent position shall serve a probationary period consisting of twelve (12) full calendar months in paid status.

B. Reinstatement after Rejection from Probation

Any Employee rejected during the probation period following an appointment from a promotional eligible list shall be reinstated to the position and in the status from which they were appointed.

C. Right to Return to Promotional Position

A promotional probationary Employee who is returned to their former position due to another Employee's failure to complete a required probationary period, shall have the right to return to that specific promotional position for a period of two years from the date of release. Such Employee shall be required to satisfactorily complete the remaining portion of the probationary period.

D. Step Placement

All employees placed on Step A will remain on Step A for twelve (12) months before being moved to Step B.

CHAPTER 5: FRINGE BENEFITS

ARTICLE 5.1 – HEALTH AND WELFARE

A. Plan Contribution

The County agrees to fund and maintain a health benefit program at the contribution rate of 95% for single member coverage and an additional 50% of the difference for either two-party or dependent coverage using the lowest premium CalPERS HMO health plan (excluding Kaiser), offered Dental Program and the Vision Service Plan.

Should the County provide a higher employer contribution rate to any other bargaining unit for health insurance coverage, the Employees of the Association shall also receive the higher contribution rate.

B. Plan Benchmark

For the 2024 Plan Year (January 1, 2024, through December 31, 2024), Anthem HMO Select is the lowest premium rate CalPERS HMO health plan (excluding Kaiser). The Anthem HMO Select Plan has limited coverage in the Fresno/Madera areas, and to limit the negative impact this will have on Employees, the County will continue to utilize the United Healthcare Plan as

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the benchmark to fund and maintain a health benefit program at the contribution rate of 95% for single member coverage and an additional 50% of the difference for either two-party or dependent coverage for the 2024 Plan Year.

C. Primary Plan

Effective with the 2015 Plan Year, County Employees hired on or after January 1, 2015, and whose spouse or registered domestic partner works for the Madera County Superior Court shall no longer receive the County's 'two-spouse employed rate' and shall be required to choose either the County as the primary employer for health insurance coverage or obtain coverage as a dependent through their Court-employed spouse or registered domestic partner.

D. County Contribution

Except as provided by PERS, there shall be no change in the benefit levels, carriers, or Employee share during the term of the Agreement, unless mutually agreed upon by the County and the Association.

E. Evidence of Outside Health Coverage

Any employee providing evidence of health coverage from an outside source, comparable to the coverage options with the County of Madera, will be eligible to have the County pay one hundred dollars (\$100) per pay period into a deferred compensation account in lieu of participation in the County health benefit program.

ARTICLE 5.2 – FLEXIBLE BENEFITS

A. Flexible Spending Account

The County will provide an IRS Section 125 program, that includes a premium conversion program for medical, dental and vision benefits, and flexible spending accounts. The Flexible Spending Account (FSA) Program provides for employees to set aside pre-tax payroll deductions to pay for reimbursable medical and/or dependent care expenses. This program will comply with IRS regulations and be administered totally at the expense of participants in the expanded program.

ARTICLE 5.3 – EMPLOYEE ASSISTANCE PROGRAM

A. In General

Employer will contract with a licensed health care services provider for an Employee Assistance Program that will provide employees and their dependents confidential behavioral health counseling for a total of up to 3 visits each six months.

ARTICLE 5.4 – RETIREMENT

A. CalPERS "Classic Members" Retirement Benefit Formula

The County agrees to maintain the CalPERS 3% @ 55 local safety retirement formula for all Employees hired and/or employed as of December 31, 2012. This retirement formula will also apply to those Employees who are hired on or after January 1, 2013, and who are defined

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as “classic members” pursuant to the California Public Employee Pension Reform Act (Act). In addition, the Employer agrees to maintain the single highest year basis for retirement computation pursuant to Government Code Section 20042.

B. CalPERS “New Employees” Retirement Benefit Formula

Pursuant to the Act, the Employer is required to offer and maintain the CalPERS 2.7%@57 local safety retirement formula for all “New Employees” hired on or after January 1, 2013 [Government Code Section 7522.25 (a) (d) (e)], with the highest 36-consecutive months as the basis for retirement computation [Government Code Section 7522.32 (a)].

C. Employee Retirement Contribution Rates

Classic members shall continue paying the full 9% employee contribution for the 3%@55 local safety retirement formula. New Employees shall continue paying 50% of the normal cost as determined by CalPERS for the 2.7%@57 local safety retirement formula. In either case (“classic members” or “New Employees”) there are no provisions for an Employer paid member contribution.

D. Military Credit

The County agrees to maintain a contract amendment with CalPERS to provide an option for Employees to purchase military credit as public service at the Employee’s expense pursuant to Government Code Section 21024.

E. Retirement Incentive

If the County adopts a retirement incentive plan during the term of this MOU, it shall be offered to employees of the Correctional Officer Unit on the same terms and conditions.

ARTICLE 5.5 – SPECIAL COMPENSATION

A. Longevity Pay

Additional compensation shall be given to employees who have completed ten (10), fifteen (15) and twenty (20) years of continuous full-time, satisfactory service with the County. Longevity pay shall be calculated solely from the base rate of pay. Longevity pay shall become effective the first pay period following the Employee reaching the corresponding years of continuous full-time, satisfactory service benchmark.

B. Longevity Pay Schedule

The Longevity Pay Schedule is as follows:

# Of Years of Continuous Full-time, Satisfactory Service	Total Additional Percentage Paid to the Employee (Calculated Based on Employee’s Base Rate of Pay)
10 years-14 years	5.00%
15 years-19 years	7.50%
20 + years	10.00%

ARTICLE 5.6 – SICK LEAVE

A. Sick Leave Accrual

Employees in the Correctional Officer Unit shall be allowed eight (8) hours sick leave credit for each pay period of continuous full-time service and shall not be limited in the number of sick leave days to accumulate. Upon retirement, accrued sick leave shall be converted to Service Credit pursuant to Article 5.6 (F) below. Upon termination, in addition to their regular compensation, the accrued sick leave balance will be compensated according to Article 5.6 (G) below.

B. Sick Leave Accrual during Leave Without Pay

Employees who are on leave without pay status due to an on-the-job injury shall continue to accrue sick leave benefits for a period not to exceed three (3) pay periods.

C. Sick Leave Usage

Except as hereinafter provided, sick leave pay shall be granted only by the appointing authority and only in case of:

1. Employee absence required by their bona fide illness or injury causing inability to work.
2. Exposure to contagious disease requiring quarantine.
3. To obtain a diagnosis, consultation, care or treatment of an existing health condition, or the preventative care, for the Employee or for an Employee's family member as provided for pursuant to Labor Code section 246.5.
4. An Employee who is a victim of domestic violence, sexual assault or stalking as provided by Labor Code section 246.5.
5. An Employee's need for leave as a result of reproductive loss event pursuant to Government Code section 12945.6.

D. Verification of Treatment

The appointing authority or Director of Human Resources may require a physician's certificate establishing the necessity of an employee's absence on sick leave or for absences for consultation or treatment. Verification (such as an e-mail, website screenshot, fax, etc.) of an in-person, telephonic or other virtual consult/treatment session shall suffice as evidence pursuant to this Section.

E. Exceptions

Employees will not be entitled to sick leave while absent from duty on account of any of the following, except as provided:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by other willful misconduct.
2. Sickness or disability sustained while on leave of absence other than his or her regular vacation.

F. Conversion of Accrued Sick Leave into Service Credit

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Effective March 2020, current and prospective County employees who retire from County service shall have all unused accrued sick leave hours converted to CalPERS service credit.

If the employee is at maximum CalPERS service credit at the time of retirement, all unused accrued sick leave hours shall be paid out pursuant to the sick leave payout provision outlined in their respective MOU.

At the time of retirement from County employment, the County shall certify to CalPERS the amount of unused accrued sick leave hours that is available for the employee to convert to service credit.

Unused accrued sick leave at the time of retirement is to be converted to sick leave credit at the rate of 0.004 years of service credit for each day (eight (8) hours) of unused sick leave (i.e., 250 (eight (8) hour) days, or 2,000 hours, of sick leave equals one additional year of service credit). All partial credits will be calculated by proration using the formula determined by CalPERS.

Employees who terminate their employment with Madera County for a reason other than retirement, or for employees who are terminated for cause, except in those instances where there is an agreement between both parties that the employee retires in lieu of termination, are ineligible to convert unused accrued sick leave to service credit. Ineligible employees shall be paid out for their unused accrued sick leave pursuant to the sick leave payout provision outlined in their respective MOU.

G. Sick Leave Payout at Employee Separation

For purposes of calculation, upon termination, the first seventy-five (75) days of sick leave accrual shall be compensated at a rate not to exceed 50% of the current hourly rate as shown in Column “A” of the table below. For additional sick leave accrued above 75 days, but not exceeding 150 days, sick leave compensation shall be paid at the rate shown in Column “B” of the table below. For sick leave days accrued in excess of 150 days, compensation shall be at the rate shown in Column “C” of the table below.

Years of Service	Percentage of Current Hourly Rate		
	A – 0 to 75 Days	B – 76 to 150 Days	C – Over 150 Days
5 or more years	15%	7.5%	3%
10 or more years	25%	12.5%	5%
15 or more years	35%	17.5%	7%
20 or more years	50%	25%	10%

H. Integration of Benefits

Employees receiving State Disability Insurance or Workers' Compensation Temporary Disability Benefits and/or Social Security Disability Benefits may elect to integrate leave benefits (sick leave, vacation, overtime, holiday compensation) and will be charged the

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equivalent time off, to the nearest quarter (1/4) hour, to have their gross monthly salary when added to these benefits to equal the employee’s gross salary when not receiving such benefits, for each day of disability payment until leave balances are exhausted. The average annual hourly rate on the salary table shall be used for this purpose.

I. Use of Sick Leave during Probationary Period

Subject to all other requirements, Employees shall be allowed to use any accrued sick leave during their probationary period.

ARTICLE 5.7 – VACATION ACCRUAL

A. Vacation Accrual

The Employer agrees to maintain the current vacation accrual as follows:

Years of Service	Accrual Rate
0 - 1	6.67 hours per pay period
1 - 2½	8 hours per pay period
2 ½ - 5½	10 hours per pay period
5 ½ - 10	12 hours per pay period
10+	14 hours per pay period

Accruals are credited at the end of the ~~month~~ pay period in which they are earned, and the hours are available for the employee’s use in the following ~~month~~ pay period subject to departmental procedures for requesting time off.

B. Vacation Accrual While on a Leave without Pay

Employees who are on leave without pay status due to an on-the-job injury shall continue to accrue vacation benefits for a period not to exceed three (3) pay periods.

C. Vacation Usage When Over the Vacation Cap

It is acknowledged that during the County’s Furlough Program from January 2010 through June 2013, certain employee vacation leave balances exceeded the 360-hour vacation cap due to the temporary waiver granted during this timeframe. As a result, the 360-hour vacation cap was reinstated effective July 1, 2013.

Individual employee vacation balances in effect as of June 30, 2013, became the new maximum cap and employees shall not earn or accrue additional vacation hours until such time as their balances are at or below 360.

The County’s long-standing practice of allowing employees who are at the 360-hour cap to earn vacation hours and utilize them in the next succeeding pay period shall be reinstated only where an employee’s vacation balance decreases to or is at the 360-hour cap. This paragraph shall also apply to employees whose vacation balance exceeded 360 hours as of June 30, 2013.

D. Vacation Cash Out Program

The Internal Revenue Services (IRS) regulations and opinions related to constructive receipt of income require the County to report and withhold taxes on the value of vacation leave an employee earns and is *eligible* to cash out in a taxable year, even if that leave is not in fact cashed out. The basis for these rules is that income is constructively received when it is made available for a taxpayer to draw on at any time, as employees may do with leave accruals eligible for cash out. The County must follow these tax requirements.

The County has identified a way to ensure compliance with the IRS requirements and mitigate the potential tax consequences to employees while continuing to make the cash out benefit available. The IRS provides an exception to the doctrine of constructive receipt where a taxpayer makes an agreement to defer income before it is earned. The IRS has found that in such agreements in which an employee makes an irrevocable election in advance of the year in which they would be eligible to cash out leave accrued in that year may exempt the amount eligible to be cashed out from annual gross income.

1. Employees may be eligible to cash out up to eighty (80) hours of accrued vacation per calendar year.
2. Eligible employees can cash out accrued vacation hours up to two (2) times per year. The established cash out pay periods are in March and November of each calendar year.
3. In order to cash out vacation hours under this section, employees must complete an irrevocable election pre-designating the number of accrued vacation hours (up to eighty (80)) the employee will cash out in the two cash out pay periods in the following calendar year. Only hours accrued in the calendar year following the date of the election will be eligible for cash out.
4. Any vacation hours accrued in previous calendar years, and vacation hours accrued in the present calendar year which have not previously been designated for cash out pursuant to an election, shall remain in the employee's vacation bank and are not eligible for cash out.
5. Eligible employees may cash out any combination of hours, up to the pre-designated amount in the employee's election, in March, November, or both, provided that the employee has accrued that amount of hours in the calendar year in which the election is effective. Employees may not cash out less than ten (10) hours in the pay period in which they choose to cash out hours. For example, an employee with an election of eighty (80) hours, can cash out ten (10) hours in March and seventy (70) hours in November.
6. Eligible employees are defined as those employees who have executed an irrevocable election for the current year and have a minimum of one hundred (100) hours of accrued vacation hours at the end of the pay period preceding the cash out pay period. For example, an eligible employee must have one hundred (100) hours of accrued vacation as of the end of February to be eligible to cash out hours in March.

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7. All cash out hours shall be paid at the employee's hourly rate (which includes the base hourly rate, longevity and any special incentive/assignment pay) that was in effect during the pay period of the cash out.
8. Eligible employees must submit their cash out election to the assigned departmental payroll representative by December 15th of the calendar year prior to the year in which the designated hours will be earned. Any employee who does not file an election by December 15th of the present calendar year will not be eligible to cash out any vacation hours pursuant to this section in the following calendar year.
9. Following submission of an employee's election, the assigned departmental payroll representative shall: 1) ensure that the interested employee meets the minimum eligibility requirements as stated herein; and 2) submit the election form to the Department of Human Resources.
10. Cash outs shall be paid during and included on the same paycheck that is issued on the last working day of the month in March and November of each calendar year.
11. Employees eligible to receive a cash out pursuant to this section understand that the Auditor-Controller's Office is obligated to withhold any personal income taxes due pursuant to Federal and State Law, and that the cash out and all other reportable income will be reported and included on participating employees' annual W-2 forms. Employees also understand that they are solely responsible for any personal Federal and/or State income tax obligations associated with participation in the Cash Out Program. The County is not responsible for advising employees about any State or Federal tax obligations, nor is the County responsible for paying any portion of an employee's tax obligation.
12. The cash outs are not defined as Special Compensation pursuant to the provisions of the California Public Employees Retirement System (CalPERS). As a result, cash outs are not subject to the County's or the eligible employee's retirement contribution rate each pay period and will not be included as part of final compensation for retirement purposes.
13. All accrued vacation hours in an employee's vacation bank that are not cashed out pursuant to this section shall be available for leave usage and/or for pay out upon separation from employment.

ARTICLE 5.8 – HOLIDAYS

The following days are established as holidays for Employees of the Correctional Officer Unit:

New Year's Day, January 1
Martin Luther King, Jr. Day, the third Monday in January
Presidents' Day, the third Monday in February
Memorial Day, the last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, the first Monday in September
Veteran's Day, November 11
Thanksgiving Day, the fourth Thursday in November

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Friday After Thanksgiving
Christmas Day, December 25
8-Hour Winter Holiday (to be taken Christmas Eve)
Two Floating Holidays

Floating Holidays will be available for use or credited to leave balances as follows for employees in probationary/permanent status: two (2) floating holidays on January 1 of each year. Use of floating holidays may be requested and scheduled in accordance with provisions of Madera County Code Section 2.60.590.

In addition, any day specified as a holiday (not to be confused with days of thanksgiving, prayer, fasting, or otherwise) by executive order of the Governor of the State of California or the President of the United States shall be a paid holiday.

Whenever a holiday falls on a Saturday or Sunday, the previous Friday, or the following Monday respectively, shall be recognized in lieu thereof. Any Officer or Employee whose regularly scheduled day off falls on a holiday or who is otherwise required to work on a holiday shall be entitled to a day off with pay to be taken in accordance with the provisions of Madera County Code Section 2.60.590.

ARTICLE 5.9 – RETURN TO WORK MEDICAL ASSESSMENT

A. County Assessment

Employees required by the Department of Human Resources to have a County physical and/or psychological assessment due to certain types of illnesses or injuries or long-term disabilities and who are released to return to work by their attending physician shall be available for a physical and/or psychological assessment by the County.

B. Scheduling the Assessment

After receipt of notice of Employee's ability to return, the Department of Human Resources and the County Health Department or other designated provider shall, within three (3) working days, schedule and conduct the examination.

C. No Loss in Pay

If the Employee has obtained the necessary medical documentation satisfactory to the County Health Department, any loss of working hours to the Employee in excess of three (3) working days due to the Health Department's inability to conduct an examination shall not result in loss of pay or benefits to the Employee.

D. Light Duty Placement

1. Employees must have a written release from their attending physician in order to return to work.
2. Any written release must contain a physician's estimate of the duration of a 'light duty' placement.
3. All 'light duty' assignments shall require a new physician release/estimate each sixty (60) days.

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4. Employees who are released to light duty may be accommodated by the County for a period not to exceed 180 days from the date of return.
5. 'Light duty' assignments are considered the following:
 - a. Central Control
 - b. Command Post 7
 - c. Command Post 8
 - d. Other assignments on an individual, case-by-case basis
6. Any assignments selected as 'light duty' positions may cause the displacement of a least senior officer for the period that the 'light duty' is required. The Madera County Correctional Officers' Association recognizes this need and will not cause any grievance to go forward. In addition, the need to accommodate 'light duty' shall mean that employees may be assigned to any shift where the assignment may exist regardless of their individual seniority.

ARTICLE 5.10 – LEAVE WITH PAY

A. Special Leave with Pay

An Employee shall be granted special leave with pay not to exceed a total of 80 hours in any one calendar year to be charged to sick leave in the event of an illness of or preventative care for an Employee's immediate family member. Immediate family member is defined as the Employee's spouse, child, parent, registered domestic partner, grandparent, grandchild, sibling, father or mother in-law, or designated person*. Child may include biological, adopted, foster, step, legal ward, or a child to who the Employee stands in loco parentis. The definition of child applies regardless of age or dependency status. Parent may include biological, adoptive, foster, step, legal guardian of the Employee or Employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor.

For specific information regarding a designated person, refer to Government Code section 12945.2 (1)(b)(2).

B. Personal Leave with Pay

An Employee may be granted personal leave with pay, not to exceed twenty-four (24) hours in a calendar year to be charged to vacation. If no vacation balance is available, personal leave may be charged to sick leave. No less than four (4) hours of leave shall be granted at any one time, except in cases of emergency. No request for personal leave will be denied by the Department unless the absence will cause an adverse impact upon the functioning of the Department.

ARTICLE 5.11 – BEREAVEMENT LEAVE

Employees will be entitled to three (3) days (twenty-four hours) paid Bereavement Leave not to be charged to any personal balance per occurrence for the death of an immediate family member. An Employee shall be granted special leave with pay not to exceed a total of fifty-six (56) hours in any one calendar year to be charged to any available leave in the event of a

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death of an immediate family member. “Immediate family” is defined as spouse, registered domestic partner, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, and father or mother in-law. Child may include biological, adopted, foster, step, legal ward, or a child to whom the Employee stands in loco parentis. The definition of child applies regardless of age or dependency status. Parent may include biological, adoptive, foster, step, legal guardian of the Employee or Employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor.

When requesting to utilize sick leave related to the death of a family member, the definition of immediate family member is outlined in Article 5.10 (A).

ARTICLE 5.12 – DISABILITY PAYMENTS

A. Temporary Disability Payment

Whenever an Employee is disabled, whether temporarily or permanently, by injury arising out of and in the course of his or her duties, and which is directly attributable to the custodial responsibilities of the Employee, and which injury would not be likely to occur in other County work environments, he or she shall become entitled to a leave of absence while so disabled without loss of salary in lieu of temporary disability payments or maintenance allowance payments, for the period of the disability, but not to exceed one year, or until such earlier date as he or she is retired on permanent disability pension, and is actually receiving disability pension payments, or advanced disability pension payments.

B. State Disability Insurance

The Employer agrees to continue the State Disability Insurance Program, funded solely by payroll deductions, for all Employees of the Correctional Officer Unit.

CHAPTER 6: TERMS AND CONDITIONS

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 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 include alternating workweeks consisting of three (3) workdays and four (4) workdays, with a total of seven (7) workdays in the work period.

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- 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 reevaluated 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

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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 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

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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 6.3 – REST AND MEAL PERIODS

A. Rest Periods

Employees shall normally take rest periods once before the meal break and once after the meal break not to exceed fifteen (15) minutes during each work shift. Rest periods will be scheduled by the Employer consistent with the workload and in accordance with the requirement of the department.

B. Meal Periods

Minimum requirements for meal periods shall be allowed pursuant to Section 512 of the California Labor Code. The parties agree that except for any limitations provided for an Employee who works an authorized alternative work schedule, Employees shall be provided with, and take, a one (1) hour meal period each workday.

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 ne-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) 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 rate of pay.

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D. Overtime Requirements

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

ARTICLE 6.5 – REIMBURSEMENTS AND PROVIDED EQUIPMENT

A. Meals

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When an Employee is required to work more than three (3) hours of overtime in one work shift, and due to the nature and/or location of the work is unable to go home for a meal, the County will reimburse reasonable out-of-pocket expenses for all meals incurred until such time as the Employee is allowed to go home. The three (3) hour overtime requirement shall be waived in cases of emergency call out. Reimbursement of out-of-pocket expenses for meals shall be limited up to the [U.S. General Services Administration's Meals & Incidentals rates](#) of \$17 for breakfast, \$18 for lunch and \$31 for dinner per Employee and receipts are required for reimbursement of out-of-pocket expenses.

B. Personal Vehicle Usage

No Employee in the Correctional Officer Unit shall be required to use their personal vehicle in the performance of their work duties for the Employer. When an Employee, at their option, volunteers' usage of their vehicle, the Employer shall compensate the Employee for the use of said vehicle at the IRS approved rate adopted by the Board of Supervisors.

C. Uniform Allowance

The Employer agrees to fund a uniform allowance at a rate of \$75.00 per pay period for classes in the Correctional Officer Unit. To qualify for the uniform allowance, Employees are required to wear such uniform each workday while performing their customary duties.

Employees who receive a uniform allowance and are absent without pay for more than eight-eight (88) hours during a pay period, will not receive the uniform allowance payment for that pay period.

D. Ballistic Vests

1. A Custom-Fitted Ballistic Vest will be issued to all officers within the Transportation Special Assignment.
2. Appropriately sized, non-customized Ballistic or Tactical vests (depending on assignment) will be made available to any officer who is weapons trained and qualified and carries a firearm when escorting an inmate outside the facility or who performs any other department mandated function requiring a vest. This shall include, but is not limited to, Corrections Emergency Response Team (C.E.R.T.) officers.
3. It will be mandatory for all Officers to wear their assigned vest when transporting inmates outside the facility and carrying a firearm.
4. Vests will be replaced according to manufacturers' recommended guidelines.

ARTICLE 6.6 – SAFETY

A. Promoting the Prevention of Accidents

The Employer and the Association undertake to promote in every way possible the realization and the responsibilities of the individual Employee with regard to preventing accidents to themselves or their fellow Employees.

B. Compliance with Laws and Regulations

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The Employer shall comply with all applicable laws and regulations pertaining to occupational safety and health.

C. Safety and Health Provisions

The Employer agrees to make all reasonable provisions for safety and health of its Employees.

D. Safety and Health Hazards

In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The Employer shall remedy the problem as soon as possible and no Employee shall be exposed to the unsafe conditions pending its correction.

E. No Retaliation

No Employee shall be discharged or otherwise disciplined for bringing to the attention of their supervisor any unsafe condition that may exist.

ARTICLE 6.7 – EMPLOYEE FILES

A. Department of Human Resources Files

The Department of Human Resources shall keep such records, in compliance with applicable laws, as are necessary for transactions and reference and for making reports showing administrative actions, including records of all examinations; eligible lists; records and files of employment history of each Employee; history of each position; and correspondence.

The Department of Human Resources shall designate a human resources information system (HRIS) to track and maintain the vacation, sick leave, and other accrual leaves for County employees. The HRIS shall be the system of record for all vacation, sick leave, and other accrual leaves of County employees.

B. Auditor-Controller's Office Files

The records of payrolls shall be maintained in the database of the Office of the Auditor-Controller, which shall be the official record of payrolls and audit reports of vacation, sick leave, and other accrual of leave. Each employee shall be entitled to a copy of their own record of pay and leave accrual and usage, whether provided with each paycheck or upon request.

C. Confidential Nature of Personnel Records

All official personnel records/files shall be considered to be of a confidential nature and will be made available only to the Employee, to the Board of Supervisors, to the Employee's appointing authority or their representative. Records shall not be released to any other official or to the public without specific authorization of the Employee, except in response to a valid subpoena.

D. Documents Critical of an Employee

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All documents critical of an Employee, including performance evaluations, to be placed in the personnel file must be signed and dated by the submitting authority, after the following has occurred:

1. Employee is given notice.
2. Employee is given a copy of the document.
3. Employee is given an opportunity to review and comment thereon.
4. Employee signs and acknowledges receipt.

E. Document Rebuttal

If an Employee disagrees with the content of a document, including performance evaluations, placed in their personnel file, it shall be the right of the Employee to submit a written response to the Department Head, or designee, who shall forward it to the Department of Human Resources to be attached to the document in question and included in the file.

ARTICLE 6.8 – EMPLOYEE TRANSFERS

A. Transfers and Voluntary Demotion (from one Department to another Department)

An Employee may request consideration for transfer to vacant positions in a class with the same or lower rate of pay (voluntary demotion) pursuant to County Code Section 2.57.090, Rule 6-14. When vacancies occur in the class being requested, the names of Employees requesting transfer shall be submitted for consideration along with the certification of names from an eligibility list. Employees requesting to transfer or to voluntarily demote shall be subject to a new probationary period unless permanent status has previously been obtained in the new position. The Employee's current department cannot unreasonably deny a transfer request.

B. Requests for Reassignment within the Madera County Jail

Employees who wish to be considered for reassignment to another position in the same class within their department may do so by submitting a written request to their appointing authority. Requests for reassignment shall be considered along with any other requests for transfer or certification of names from an eligibility list.

CHAPTER 7: PROCEDURES

ARTICLE 7.1 – GRIEVANCE PROCEDURES

A. Grievance Definition

A grievance is a complaint or claim by an Employee, a group of Employees or the Association of a violation of this Agreement.

B. Adjustment Procedure

Any Employee having any grievance shall proceed as follows:

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A written grievance must be filed within ten (10) working days from the time the Employee or the Association becomes aware or should have become aware of the issue or incident giving rise to the problem.

1. The Employee shall first seek an adjustment of the grievance by the immediate supervisor unless the supervisor is a party to the grievance. Upon receipt of the written grievance, the immediate supervisor shall give the Employee a written reply within ten (10) working days.

Should the immediate supervisor be a party to the grievance, this step shall be waived, and the Employee shall seek adjustment by the next higher authority in the Department's chain of command and in accordance with all other provisions of this Section.

2. If the immediate supervisor's response is not satisfactory to the Employee, the Employee may, within ten (10) working days, file an appeal to the Department Head. The Department Head shall give the Employee a written response within ten (10) working days.
3. The County and the Association may mutually agree to waive steps 1 and 2 and proceed directly to use of the Grievance Advisory Committee (Committee) when an issue is not within Departmental jurisdiction.
4. If the Department Head's response is not satisfactory to the Employee, the Employee may, within ten (10) working days, file an appeal to the Director of Human Resources requesting a hearing before the Committee.
 - a. The Committee shall be comprised of one (1) representative selected by the Grievant, one (1) representative selected by the Department Head, and one (1) member of the Civil Service Commission (Commission), selected by the President of the Commission, who shall serve as Chairman, unless delegated. No member of the Committee selected by the Grievant and the Department Head shall be from the Department of the Grievant or have direct involvement with the Grievance in question. Any permanent County employee may serve on the Committee, with the exception that an employee with a pending grievance will not be allowed to sit on the Committee.
 - b. The Committee shall be convened within twenty (20) working days to hear the grievance unless such provision is waived by mutual agreement of the Grievant and the Department Head.
 - c. The Committee shall render a recommendation within ten (10) working days of the hearing. The Committee will be guided by Rules of Evidence utilized in Administrative Proceedings. Each party, including the Committee will be afforded the opportunity to examine the witnesses.
 - d. The recommendation of the Committee shall be submitted to the Commission for its review and decision. Should the Commission not accept the findings or recommendations of the Committee, a hearing date shall be set to review the case

Memorandum of Understanding – Correctional Officer Unit

and all parties to the Grievance shall be available to respond to questions. The decision of the Commission shall be final.

C. Timeline Limits

All time limits herein stated above may be extended by mutual agreement of the parties involved.

ARTICLE 7.2 – IMPASSE PROCEDURES

A. Definition of Impasse

"Impasse" means that the Representative of the County and the Association have reached a point in their meeting and conferring in good faith to establish a successor Memorandum of Understanding where their differences on matters to be included in such a Memorandum of Understanding and concerning which they are required to meet and confer, remain so substantial that further meeting and conferring would be futile.

B. Initiation of Impasse Procedures

If the meet and confer process has reached impasse, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled promptly by the County. The purpose of such an impasse meeting shall be:

1. To identify and specify in writing the issues that remain in dispute.
2. To review the positions of the parties in a final effort to resolve such disputed issue or issues; and
3. If the dispute is not resolved, to discuss arrangements for the utilization of the impasse procedures provided.

C. Mediation

If either party desires to submit the dispute to mediation, the dispute shall be submitted to the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

D. Fact-Finding

If either party is unable to resolve the impasse within thirty (30) days after the appointment of a mediator, the Association may request that the parties' difference be submitted to a fact-finding panel in accordance with Government Code Sections 3505.4 and 3505.5.

E. Senate Bill 739

The parties agree to review the rules and procedures which address the provisions of Senate Bill 739, upon adoption by the Public Employment Relations Board.

ARTICLE 7.3 – REDUCTION IN FORCE

A. Layoffs

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Layoffs shall be within each department by inverse order of seniority within the designated class, subject to bumping rights within the identified class series represented by the Bargaining Unit.

B. Seniority Calculations

For purposes of reductions in force and lay-off, the calculations of classification, department, and county-wide seniority will exclude any time an Employee is absent without pay. Overtime hours will not be counted towards seniority.

C. Independent Classifications

For purposes of reductions in force and lay-off, the classifications of Correctional Officer I, Correctional Officer II, Correctional Corporal, and Correctional Sergeant shall be designated as independent classifications.

D. Temporary and Provisionals First

Temporary and provisional employees shall be laid off first.

E. Layoff Order

When positions within the same department are identified for reduction, Employees in the affected classification(s) will be laid off (subject to bumping rights) in the following order:

1. Employee with the least seniority in the class.
2. Employee with the least seniority within the department.
3. Employee with the least seniority County-wide.
4. The date in which the Employee's application was received by the Department of Human Resources for the class affected by the lay-off.

F. Notification of Staff Reduction and Placement on Reinstatement List

Should the Board of Supervisors determine a reduction in staff is necessary, the Employees identified for lay-off will be notified in writing as far in advance of the effective date as possible, but not less than thirty (30) days prior to the action. Employees will also be informed of their bumping rights to a formerly held lower class within the class series represented by the bargaining unit and/or their placement on the reinstatement eligible list. A copy of the notification will be submitted concurrently to the Association.

G. Voluntary Layoff

Voluntary lay-off may be granted to an Employee even though the Employee has sufficient seniority to avoid lay-off. The purpose of this provision is to permit the substitution of a more senior Employee for lay-off for that of a less senior Employee on a voluntary basis. Employees in this status, if reappointed from a reinstatement eligible list within 60 days of separation, will retain the anniversary date held at date of separation.

H. Demotion in Lieu of or After Layoff

Employees identified for lay-off may elect to accept the lay-off or to demote into a formerly held lower classification within the department and displace (bump) a less senior Employee

Memorandum of Understanding – Correctional Officer Unit

from a position (bumping rights). Such bumping may result in the lay-off or demotion of a less senior Employee in the lower classification. The determination of which Employees are subject to lay-off after all Employees exercise their available bumping rights will be determined in the order specified in Article 7.3 (E).

I. Salary Range Placement as a Result of a Transfer, Downward Classification or Voluntary Demotion

Employees appointed to a position of the same salary range or to a position of a lower range than previously occupied as a result of a transfer, downward classification, or voluntary demotion, shall be paid at the step providing the closest monthly salary as before, except that the salary shall not be higher than the amount previously received or the "H" step in the new range. The anniversary date shall remain unchanged.

J. Reinstatement After Layoff

1. Employees who are actually laid off shall be placed on a reinstatement eligible list for the class from which they were laid off. Employees on a reinstatement eligible list shall be offered reinstatement based on inverse order of lay-off so that the last Employee laid off is the first Employee reinstated from the eligible list and continuing in inverse order of lay-off. Names shall remain on the reinstatement eligible list for two (2) years.
2. Such Employees shall have an absolute right only to reappointment to vacant positions in the same class and in the same department from which they were laid off. In all other instances, they shall be certified from the reinstatement list in accordance with the Civil Service Rules and shall be subject to a new probationary period.
3. If an Employee whose name is on the reinstatement eligible list has been involuntarily laid off from a position in the class and in the department for which certification is requested, their name alone shall be certified.

ARTICLE 7.4 – DISCIPLINARY ACTION

A. Representation of Employees

The Employer recognizes that Employees in the Correctional Officer Unit shall be represented by the Association in their employer-employee relationship with the County.

B. Investigations

An Employee whose presence is requested by Management to investigate, discuss, or review an action of the Employee, which is likely to lead to punitive action, has a right to be represented by an Officer, Director, or Business Representative of the Association.

C. Discussion of Evaluation and Work Performance

The Employer may call in an Employee to discuss evaluation and work performance. However, the Employee reserves the right to be accompanied by a Representative if specific disciplinary action is discussed. An Employee may inquire prior to attending any meeting as

Memorandum of Understanding – Correctional Officer Unit

to the nature of the meeting. At such time during a meeting between the Employer and the Employee that the nature of the discussion changes from issues of evaluation and work performance to issues which are likely to result in punitive action, the Employee may request a twenty-four (24) hour continuance of the meeting for purposes of arranging to have a representative present.

D. Responsible Representative

The presence of a responsible representative of the Employee's own choosing who is not an Officer, Director or Business Representative of the Association shall satisfy the requirements of this section.

ARTICLE 7.5 – CIVIL SERVICE CHANGES

A. Job Abandonment

The parties agree that should an employee be absent without approved leave for a period of five (5) working days (shifts), that action shall be considered Abandonment of Position and shall result in termination of employment.

B. Suspension of Three Days or Less

The parties agree that discipline which results in a suspension of three (3) days or less, or the equivalent salary reduction, shall be appealable to the County Administrative Officer rather than the Civil Service Commission. In any case where the County Administrative Officer is directly involved in a disciplinary action the appeal shall be made to the Civil Service Commission.

C. Termination for Cause

The parties agree that Employees who are terminated for cause (misconduct), and whose termination is sustained following exhaustion of all appeal rights, shall not be eligible for reemployment with the County. In the unlikely event such a terminated Employee becomes reemployed with the County, said Employee shall again be terminated and shall only be entitled to payment for any services rendered to the County.

ARTICLE 7.6 – COMPLIANCE WITH MEMORANDUM OF UNDERSTANDING

A. Violation of Agreement Terms

In the event of any violation of the terms of this Memorandum of Understanding, responsible and authorized representatives of the Association or the Employer, or any individual Department Head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing about compliance with the terms of this Memorandum of Understanding. Individuals acting or conducting themselves in violation of the terms of this Memorandum of Understanding may be subject to discipline, up to and including discharge. The Employer shall enforce the terms of this Memorandum of Understanding on the part of its supervisory personnel, the Association shall enforce the terms of this Memorandum of Understanding on the part of its members.

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B. Interpretation of Agreement

A dispute or difference of opinion concerning the enforcement of this Memorandum of Understanding by the Employer or the Association, shall be presented in writing upon request of the other party in an attempt to settle the matter; however, the provisions of this section are not intended to preclude the parties from discussing issues and resolving disputes verbally, whenever possible.

Memorandum of Understanding – Correctional Officer Unit

Signatures:

County of Madera

("County")

Sabrina Mendez

Sabrina Mendez, Chief Negotiator

Chenecua Dixon

Chenecua Dixon (Mar 13, 2025 10:43 PDT)

Chenecua Dixon, Co-Negotiator

Madera County Correctional Officers' Association

("Association")

Benjamin Mendoza

Benjamin Mendoza (Mar 13, 2025 09:28 PDT)

Benjamin Mendoza, President

Memorandum of Understanding – Correctional Officer Unit

ATTACHMENT “A” – UNIT CLASSIFICATIONS

Classifications within the Correctional Officer Unit and Overtime Eligible Classes:

Classification (On Peace Officer & Related Classifications Salary Table)	Salary Range	Overtime Eligibility
Correctional Corporal	15	1 ½ Eligible
Correctional Corporal (POST)	17	1 ½ Eligible
Correctional Deputy	13	1 ½ Eligible
Correctional Officer I	9	1 ½ Eligible
Correctional Officer II	11	1 ½ Eligible
Correctional Sergeant	17	1 ½ Eligible
Correctional Sergeant (POST)	19	1 ½ Eligible



**ATTACHMENT “B” – COMPUTER EQUIPMENT & SYSTEMS USAGE
AGREEMENT**

I agree and will adhere to the following rules:

1. I understand that electronic media, including but not limited to e-mail, network, and Internet/Intranet access, is owned by Madera County and to be used for business purposes of Madera County.
2. All data viewed or stored is subject to audit, review, disclosure, and discovery. Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code section 6250 et seq.).
3. I understand that electronic media communication may not be deleted from the system, even though it appears an item may have been deleted.
4. I understand that supervisors, managers, department heads as well as computer support personnel as authorized by the department head have the right to enter, search and monitor the computer files, voice mail, e-mail, or any type of electronic file without advance notice on all County-owned computers, including laptop and notebook computers. Justification may include but is not limited to maintenance, operational, auditing, monitoring workflow or productivity, security, investigative, disclosure of confidential business or proprietary information or personal abuse of the system.
5. Limited personal use¹ of County computers may be allowed at the sole discretion of the County through the department head. However, personal obligations that must be conducted at work should be done as expeditiously as possible and with the approval of the department head. Nothing in this section confers authority on a department head to allow personal use of computer equipment during normal work hours, except in an emergency.
6. I understand that I have no expectation of privacy regarding information, including electronic mail messages and/or text messages, transmitted or received on any County-owned computer. All electronic mail messages and/or text messages transmitted or received on any County-owned computer will become the property of the County and as such may be reviewed by the employer and co-workers in the ordinary course of business and without notice to me.
7. I understand that prohibited use includes but is not limited to:

Business of employee or any commercial activities of financial gain by employee.

Solicitation.

Illegal or impermissible activities defined as a violation of County policies, regulations, state and/or federal law.

Search, view or download of any pornographic or sexually explicit materials.

Dating or relationship matching sites.

¹ Limited personal use is defined, for the purpose of this Agreement, as use during normal break periods including lunch hours.

Memorandum of Understanding – Correctional Officer Unit

Political endorsements.

Public system instant messaging or personal e-mail systems such as Yahoo or G-mail.

Creating or forwarding “chain letters,” “Ponzi” or other “pyramid” schemes of any type.

Transmission of any communications where the meaning of the message or its transmission or distribution would violate any applicable law or regulation, or which may be offensive to the recipient.

8. I understand that any criminal conduct which is revealed by electronic mail received or transmitted by me, or by my use of County-owned computer systems, may be referred to the proper authorities for investigation or prosecution.
9. I will use the hardware or software in an ethical manner. I will respect the security of the computer system and I will not improperly use or gain access to the network, hardware, or software.
10. I will not take or copy any copyrighted and/or patented software or parts thereof.
11. I will not install any hardware, program, software, or data. Only IT personnel may install any hardware, program, software, or data.
12. I will respect any confidential information obtained or used as part of my job performance.
13. I will maintain system security by keeping my user identification and password(s) confidential.
14. I acknowledge that the use by employees of passwords or other message protection measures, other than those specifically authorized by the County, are prohibited. Multiple passwords or data locking measures will not make electronic mail messages or other data private.
15. Designations on messages or directories designating the material as personal or private, or otherwise attempting to segregate the material will not make the messages or data private and will not avoid review by my employer or co-workers as described in paragraph 4 above. The County's authorization for me to use a password or other data protection measures will not constitute consent by the County for me to maintain the messages or data as private. I understand that other persons within my department and/or County government generally may have routine access to my work product and have the right to access data stored on any County-owned computer used by me at any time whether or not password protected.
16. I understand and acknowledge that my departmental employer may be provided with copies of messages sent by me and received by others, whether within the County government or otherwise. Accordingly, I have no expectation of privacy in messages sent or received.

I acknowledge that I have read, understood, and will abide by the above Computer Equipment and Systems Usage Rules and Policies. I understand that failure to abide by these rules may result in disciplinary action, up to and including termination of my employment with the County of Madera. I also understand that I will be responsible for any costs associated with or as a result of any violation of these rules and policies.

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Employee’s Signature

Date

Supervisor’s Signature

Date

ATTACHMENT “C” – CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is designed to assist employees (receiving employees) who have exhausted paid time credits due to a serious, catastrophic, or debilitating illness, injury, or condition. This Program allows other employees (donating employees) to make grants of time so that a receiving employee can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury. A person may receive no more than 60 credit days in this program for any qualifying illness, injury, or condition and must have returned to work for a period of no less than twelve (12) months prior to making application for any subsequent other illness, injury, or condition.

Eligibility:

There are five criteria for eligibility to be a receiving employee.

1. The receiving employee must have permanent status.
2. The receiving employee must exhaust all available sick leave, vacation, holiday, and compensatory time.
3. The receiving employee must coordinate any leave time donated with any Worker’s Compensation and Short-Term Disability Benefits.
4. The receiving employee must have sustained a serious or debilitating illness, injury or condition which must be verified by the employee’s doctor.
5. The receiving employee must be prevented from returning to work for at least thirty (30) days and have applied and been approved for a medical leave of absence.

Application:

Applications for Catastrophic Leave are available from Department Payroll Representatives or from the Department of Human Resources. Receiving employees must submit the application with supporting medical documentation to the Appointing Authority. The Appointing Authority shall either approve or deny requests for participation in the Program and forward the application and supporting documents to the Director of Human Resources within five (5) days of receipt of the complete application. A receiving employee may be required to verify the status of the qualifying condition for continued eligibility in the Program.

Approval of Application:

Approved applications will be identified by employee number for purposes of confidentiality. The degree to which an application for participation in the Catastrophic Leave Program is kept confidential shall be the responsibility of the receiving employee. A receiving employee may choose to tell coworkers of the Application or may request an Employee Association to seek contributions on their behalf. Department Payroll Representatives shall not be responsible for seeking contributions on behalf of receiving employees and shall maintain the confidentiality of both receiving and donating employees.

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No donations may be solicited in such a way as to pressure or intimidate coworkers for the purpose of contributions. Employees who learn of the contributions of others shall not make that information known for the purpose of soliciting contributions.

Benefits:

Donations made to receiving employees shall be credited as sick leave. For the period of time that the receiving employee is in paid status, benefits such as seniority, sick leave accrual, vacation accrual, etc., shall continue pursuant to provisions for all other accrued sick leave.

Denial of Application:

Applications which have been denied by either the Appointing Authority and/or the Director of Human Resources may be appealed to the County Administrative Officer (CAO). The decision of the CAO shall be final and binding, and neither the decision nor the fact of the denied application shall be subject to the grievance process.

Donations:

Donations shall be made by completing the Catastrophic Leave Program Donation Form which must be approved by both the receiving employee's Appointing Authority and the Director of Human Resources. Forms are available from Department Payroll Representatives and the Department of Human Resources.

Donating employees may contribute vacation, holiday, and compensatory time. Donating employees may not contribute sick leave. A donation must initially be a minimum of four (4) hours and thereafter, in one (1) hour increments. The total donation may be a combination of various types of leave (excluding sick leave) and shall be credited to the receiving employee as sick leave on an hour-for-hour basis. Once donated, the leave credits are subject to the receiving employee's monthly rate of pay.

Donations are irrevocable and once made, become the property of the receiving employee.

The donating employee may contribute up to one-half of their total balance of vacation, holiday and compensatory time as recorded in the database of the Office of the Auditor-Controller. The receiving employee may not be credited with more than sixty (60) credit days of leave, as defined, and in any case may not receive credits in excess of the expected duration of the leave as certified by the medical provider.

Upon approval, Department Payroll Representatives will advise the Auditor-Controller's Office to adjust the leave balances of both the donating employee and the receiving employee by deducting contributions from the appropriate balances of the donating employee and crediting the contributions to the sick leave balance of the receiving employee.

The Department of Human Resources will process contributions only within the current pay period. Donation Forms received by the Department of Human Resources which are in excess

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of the receiving employee's needs for the current pay period will be held by the Department of Human Resources to be processed in the following pay period. Donation Forms which are in excess of a receiving employee's eligibility will be returned to the donating employee.

Other Provisions:

Sixty Credit Days: Sixty credit days is defined as calendar days from the beginning to the end of the leave. It is not the intent of this Program to entitle any receiving employee to be credited with sixty (60) working days of contributions.

State Disability Insurance and Worker's Compensation Insurance: Other than waiting days for eligibility, employees with qualifying conditions must have made application for benefits under one of these programs to be eligible for catastrophic leave.

Employee Representation Units: Donating employees and receiving employees shall be eligible to donate/receive contributions without regard to representation unit.

Confidentiality: Receiving employees shall have the right to keep the nature of their illness, injury, or condition confidential and at all times the names of donating employees and the amount of time contributed by each shall remain confidential.

Order of Donation Credits: Donations will be accepted or rejected and credited to the receiving employee in the order received.

Taxation Issues: The County of Madera will not be responsible for determining the taxability or consequences of donations or credits. Withholding will be made based upon the best information available to the County Auditor-Controller.

Fitness for Duty, Medical Separation and/or Disability Retirement: The provisions of the Catastrophic Leave Program shall not preclude the County from taking any and all actions available as a management right prior to the establishment of the Program. These rights include but are not limited to fitness for duty evaluation, medical separation, and/or disability retirement. Neither does this Program change the obligation of the County to comply with all laws and regulations pertaining to employee medical leave and the disabled.

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Madera County
CATASTROPHIC LEAVE PROGRAM
Application

Name _____ Employee # _____

Department _____

Employee Certification:

I request to participate in the Madera County Catastrophic Leave Program. I am making this request because I have a serious illness, injury, or condition.

I have attached the statement of my medical provider briefly describing my qualifying condition and the anticipated duration of my need for leave.

I have read and understand the terms and conditions of the Madera County Catastrophic Leave Program and further certify as follows:

- I have permanent status as an employee of Madera County.
- I have sustained a serious illness, injury, or condition.
- I have exhausted all paid time off or will do so by _____.
- I will be unable to work for thirty (30) days and have applied for a leave of absence without pay.

Signed: _____ Date: _____

Approved

Denied- Reason:

Department Head: _____ Date: _____

Approved

Denied- Reason:

Director of Human Resources: _____ Date: _____

Memorandum of Understanding – Correctional Officer Unit

Note: Applications which have been denied shall be immediately returned to the Applicant. The Applicant may appeal the decision to deny the request by filing a written request for reconsideration with the County Administrative Officer.

Memorandum of Understanding – Correctional Officer Unit



Madera County
CATASTROPHIC LEAVE PROGRAM
Donation Form

Donor Name _____ Employee # _____

Department _____

Receiving Employee Name: _____

Department of Receiving Employee: _____

I hereby donate the following leave time (four (4) hour minimum donation) to the above-named receiving employee:

- _____ hours vacation leave
- _____ hours compensatory time
- _____ hours holiday compensatory time
- _____ management leave

I understand that once this donation is accepted it will be irrevocable and that the hours indicated above will not, under any circumstances, be returned to me. My signature constitutes authorization for the deduction of these hours from my leave balance records as maintained in the database of the Office of the Auditor-Controller and a credit to be made to the Receiving Employee as indicated.

Signed: _____ Date: _____

- Approved
- Denied- Reason:

Department Head: _____ Date: _____

- Approved
- Denied- Reason:

Director of Human Resources: _____ Date: _____

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Note: Once signed by the Department Head, this form should be immediately forwarded to the Department of Human Resources. Upon approval of both the Department Head and the Director of Human Resources, the leave indicated will be debited from the Donor’s leave balance account and credited to the Receiving Employee.

ATTACHMENT “D” – SALARY TABLE (PEACE OFFICER & RELATED CLASSIFICATIONS)

[Peace Officer & Related Classifications \(May 2023\)](#)