

Memorandum of Understanding
By and Between
The County of Madera
and the
County of Madera Professional Association
(Professional Unit)
July 1, 2024– June 30, 2025

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Memorandum of Understanding - Professional Unit

This Memorandum of Understanding (Memorandum), made and entered into this **20th** day of **March 2025**, by and between the County of Madera ("County") and the SEIU Local 521 on behalf of the County of Madera Professional Association ("COMPA"), for and on behalf of the Employees hereinafter identified. Upon adoption by the Board of Supervisors of Madera County, the Memorandum will become binding on the above-referenced effective date between the County and the COMPA.

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 of June 2025.

This Memorandum may be extended by mutual agreement of the parties if additional time is needed to consummate a new Memorandum.

01.00.00 – GENERAL PROVISIONS – DEFINITIONS

01.01.00 – Employer

The term "Employer" as used herein shall refer to the County of Madera.

01.02.00 – COMPA

The term "COMPA" as used herein shall refer to the Professional Employees of Madera County.

01.03.00 – 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 Professional Unit as established under the provisions of Madera County Code Chapters 2.60 and 2.63.

01.03.01 – Temporary/Extra Help Employees

The term "Temporary Employee" as used herein shall be the same as defined in Government Code § 3507.7. Additionally, the term "temporary employee" shall be synonymous with the term "extra help employee".

01.04.00 – 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 MOU, the term "Appointing Authority" shall be synonymous with the term "department head"

01.05.00 – Scope of Memorandum

This shall constitute the full and complete agreement between both parties and shall supersede and cancel all previous agreements and memorandum 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 Memorandum or unless mutually agreed to by both parties.

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Neither party is obligated to agree to reopen this Memorandum except as stated herein, and any agreement to reopen this Memorandum must be signed in writing by the parties.

01.06.00 – Existing Laws, Regulations and Policies

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.

02.00.00 – RECOGNITION

02.01.00 – COMPA Recognition

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

02.02.00 – Unit Classifications

The classifications of this Unit, including their referenced salary table, salary ranges and overtime designations, are listed in Attachment I. Temporary employees serving in classifications for which “permanent”/regular employees would be represented by SEIU/COMPA, are represented by SEIU but shall not be governed by the provisions within this MOU, except as set forth specifically in Attachment VI.

02.03.00 – Bargaining Unit

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

02.04.00 – Recognition of Mutual Obligation

The COMPA 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.

03.00.00 – HIRING PROVISIONS

03.01.00 – Non-Discrimination

The parties to this Memorandum agree that they shall not, in any manner, discriminate against any person whatsoever because of sex, race, color, religion, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, the taking of family and medical leave per the Family and Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political or religious opinions or union affiliations, gender identity, and 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.

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03.02.00 – 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 COMPA.

04.00.00 – COMPA SECURITY

04.01.00 - Representation

The COMPA 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; as the certified Employee organization, the COMPA is obligated to represent all Employees covered by the Memorandum.

04.02.00 – Dues Deduction

The COMPA is solely responsible for distributing to, and collecting from, employee's authorization of dues and other voluntary deductions. The Employer will deduct COMPA dues from the payroll warrant of each Employee who has submitted a payroll deduction authorization to COMPA. Such dues and voluntary deductions shall be remitted to the COMPA monthly with an itemized statement.

The COMPA shall keep the Employer currently informed as to the amount of dues to be deducted and such notification shall be certified to the Employer by a representative of the COMPA that has the authority to bind the COMPA. The Employer shall be provided by the COMPA with a list of those who have authority to bind COMPA. The COMPA agrees to provide the Employer with any updates to this list within ten (10) working days of the date of any changes.

04.03.00 - Certification

The COMPA will provide to the Employer an updated certified dues and other voluntary deduction(s) list, submitted by a representative of the COMPA who has the authority to bind the COMPA, of bargaining unit members who have provided authorization for dues and other voluntary deductions. The Union will notify the Employer of any change to an employee's deduction, including starting and stopping dues and other authorized voluntary deductions or validly cancelling or revoking a dues deduction authorization, and will provide the Employer an updated, certified dues and other authorized voluntary deduction(s) list noting any specific change from the last list provided to the Employer. The Employer shall implement the change(s) as soon as operationally feasible, but no later than the pay period following the Employer's receipt of such notification.

04.04.00 - Revocation

It is the employee's responsibility to submit a request to start or stop dues and other voluntary deductions directly to the COMPA and not the Employer. The COMPA is responsible for maintaining the authorization(s) of dues and other voluntary deductions from individual employees. Copies of an individual employee's dues and other voluntary deduction authorization do not need to be provided to the Employer unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amount, and payroll deductions

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must be directed to the COMPA and not the Employer.

04.05.00 - Indemnification

The COMPA 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 COMPA.

04.06.00 – Refund to Employer

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

04.07.00 – Scope of Representation

The COMPA shall be informed 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 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 COMPA, however under such circumstances there shall be no obligation to meet and confer.

04.08.00 – 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 provide the COMPA 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 Welcome. 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 Union, 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. If the time changes on the day of orientation, the County will notify the union.

04.08.01 – Union Right of Access to Newly Hired Employees outside of New Employee Orientations

If the County is unable to schedule a newly hired employee to attend the County's New Employee Welcome (NEW) within thirty (30) days of their hire date, the exclusive representative may submit a request to schedule an in-person meeting with the newly hired employee(s) during their regularly scheduled working hours. Although the newly hired employee(s) may meet with the exclusive

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representative outside of a NEW, the County will continue to schedule the newly hired employee for the next available NEW following their hire date.

The County shall coordinate an in-person meeting for the Union to meet with the newly hired employee and provide an appropriate on-site meeting space within ten (10) working days of receiving the exclusive representative's request to meet. If the County cannot schedule an appropriate meeting space at the newly hired employee's work site, or if there are multiple newly hired employees from multiple work sites attending the same in-person meeting with the exclusive representative, the County shall locate an alternate meeting space. The exclusive representative's request to meet with their newly hired members should be submitted to the Human Resources Manager over Labor Relations and include the following information:

- Name and department of the newly hired employee(s) that they are requesting to meet in-person with
- Name of the employee representative who will attend the in-person meeting on behalf of the Union – only one (1) employee representative per meeting
- Dates/times within the ten (10) working days following the submission of the request that the employee representative is available to meet with the newly hired employee(s)

Exclusive representatives will be given a maximum of thirty (30) minutes to meet with the newly hired employees of their bargaining unit outside of management or their representatives. Newly hired employees and the employee representative shall be provided with release time from their regular duties, including travel time, for this sole purpose.

In the event that the State of California or a local public health agency issues an order limiting the size of gatherings or prohibits gatherings and this order prevents the County from conducting an in-person NEW, an in-person meeting shall be scheduled with the exclusive representative and the newly hired employee(s) once their order is lifted or modified.

04.09.00 – Association Non-Discrimination

The COMPA recognizes its responsibility as the designated representative and agrees to represent all Employees in the unit without discrimination of any type, interference, restraint, or coercion, subject to their employment relations with the Employer.

05.00.00 – 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 COMPA 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:

- A. To hire, promote, transfer, assign, classify positions, retain Employees, and to suspend, demote, discharge, or take other disciplinary action against Employees.
- B. To lay off or demote Employees from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.

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- C. To determine the policies, standards, procedures, methods, means and personnel by which County operations are to be conducted.
- D. To take whatever actions may be necessary to carry out the mission of the County in situations of emergency.
- E. To limit or prohibit the right of Employees in certain positions or classes of positions from forming, joining, or participating in employee organizations as provided by the California Government Code, and designating such employees in the current Schedule of Departments and Authorized Positions adopted by resolution.
- F. Nothing in this policy 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.

06.00.00 – COMPA RIGHTS

06.01.00 – 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.

06.02.00 – Notification of COMPA Existence

Employer and the COMPA affirm the principle that harmonious Employee-Employer relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the County shall notify that person that the COMPA is the certified representative for the Employees and shall notify the COMPA of such hiring.

06.03.00 – Access to Bulletin Boards

The Employer shall provide the COMPA space on County bulletin boards in each department in which Employees are covered, for posting of COMPA bulletins and other notices to its members.

06.04.00 – Reasonable Access

Representatives of the COMPA 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 shall not be conducted during working time.

The COMPA may select one (1) Employee representative and one alternate representative for each department, not to exceed a total of ten (10), where Employees covered by this Memorandum are normally assigned.

06.05.00 – Grievance Representation

Representatives of the COMPA shall have access to any Employee or Employees presenting a

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grievance in accordance with section 09.00.00.

06.06.00 – 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 COMPA upon request, based on the operational needs of the department, for the following reasons:

- a. Attendance at meetings of disciplinary nature when presence is requested by the Employee.
- b. Attendance at meetings with Management at either the Departmental or County level.
- c. Attendance at New Employee Orientation.
- d. Meet and confer session.
- e. Attendance at meetings when requested by the Board and/or Commissions that affect wages, hours, and working conditions of Employees represented by this Memorandum.
- f. Testifying or appearing as the designated COMPA 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.

06.07.00 – COMPA Representative

In addition to their regularly assigned work, the COMPA 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, or report safety violations.

06.08.00 – Bargaining Representation

The COMPA may designate different official representatives for the purpose of meeting with management on a departmental and administrative level. The COMPA may also designate alternates to such official representative for the purpose of specific meetings by advance notice to the Director of Human Resources or designee.

06.09.00 – Disciplinary Action Representation

Any Employee has the right to have a COMPA Representative represent them at all stages of disciplinary action. A Representative of the COMPA may be present upon request during questioning which may lead to disciplinary action.

This section shall not infringe on any management rights set forth in section 05.00.00.

07.00.00 – EMPLOYEE RIGHTS

07.01.00 – General Provisions

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

07.02.00 – Representation Rights and Responsibilities

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All Employees in the Professional Unit shall be allowed, subject to lawful limitations as may be prescribed in the COMPA'S by-laws, full voice, vote, and influence on positions and proposals of the COMPA.

07.03.00 – 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 of leaves for County employees. The HRIS shall be the system of record for all vacation, sick leave, and other accrual leaves of County employees.

07.03.01 – 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.

07.04.00 – Confidential Nature of Personnel Records

All official personnel records/files maintained by the Department of Human Resources 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, County Counsel, 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, or pursuant to law.

07.05.00 – Documents Critical of an Employee

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

- a. Employee is given notice.
- b. Employee is given a copy of the document.
- c. Employee is given an opportunity to review and comment thereon.
- d. Employee signed and dated the document or signed and dated a receipt of the document.

07.06.00 – 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 Director of Human Resources to be attached to the document in question and included in the file.

07.07.00 – Transfers (from one Department to another Department) and Voluntary Demotions

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An Employee may request consideration for transfer to vacant positions in the same class or a class with a 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 been obtained in the class of the new position. The Employees current department cannot unreasonably deny a transfer request.

07.08.00 – Requests for Reassignment (within the same Department)

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 prior to any other requests for transfer or certification of names from an eligibility list.

07.09.00 – REDUCTION IN FORCE - LAYOFF

07.09.01- Layoffs

Layoffs shall be within each department.

07.09.02 – Layoff within Designated Class Only

Layoffs shall be within the designated class only. A person designated to be laid off shall not have the right to a position occupied by an Employee in a lower class unless such Employee is in the same department and is in a provisional or temporary status.

07.09.03 – Provisionals First

Provisionals shall be laid off first.

07.09.04 – Layoffs Based on Total Actual Time Worked

Layoff of probationary or permanent Employees shall be on the basis of total actual time worked, excluding leave without pay, in the class for the County, not counting time worked in a temporary or provisional status with those with least service being laid off first.

07.09.05 – Breaking Ties

When two or more Employees have the same total full-time equivalent work in the class for the County, the tie shall be broken, and preference given in the following order:

- a. Employee with the greatest seniority in the class, or the higher class in the department.
- b. Employee with the greatest seniority in the class County-wide.
- c. Employee with the greatest seniority within the department.
- d. Employee with the greatest seniority County-wide.

07.09.06 – Initial Notification of Tentative Plans for Staff Reduction

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Employees, subject to layoff, will be given written notification by the Department of Human Resources of the tentative plans for a staff reduction, and the effective date of such action. Generally, the notification will be given to the Employees at least 30 days in advance of the layoff. A copy of the notification will be submitted concurrently to the COMPA.

07.09.07 – Final Notification of Staff Reduction and Placement on Reinstatement List

Should the Board of Supervisors determine a reduction in staff is necessary, the Employees determined to be subject to the layoff will be notified in writing as far in advance of the effective date of the action as possible. The Employees will also be informed as to their placement on the reinstatement eligible list. A copy of the notification will be submitted concurrently to the COMPA.

07.09.08 – Voluntary Layoff

Voluntary layoff may be granted to an employee in a class for a position that will be laid off even though the employee would have sufficient seniority to not be laid off. The purpose of this provision is to permit the substitution of a senior employee for layoff for that of a less senior employee on a voluntary basis.

07.10.00 – Demotion in Lieu of or After Layoff

- a. An employee designated to be laid off may elect to be demoted to a lower class in the same series of classes provided that such demotion shall not result in the layoff or demotion of any Employee in the lower class.
- b. An Employee who has been laid off may be placed on a reinstatement eligible list for a lower class in the same series of classes at their request. The Employee's name shall be placed on such list after names of Employees laid off from positions in that class.
- c. Demotions and appointments resulting from (a) and (b) shall in no way affect the Employee's position on a reinstatement eligible list for the class from which he was laid off.

07.10.01 – 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 salary as before, except that the salary shall not be higher than the amount previously received or "H" step in the new range. The anniversary date shall remain unchanged.

07.11.00 – Reinstatement After Layoff

- a. Employees laid off in accordance with the Memorandum shall be placed on a reinstatement eligible list for the class with the employee last to be laid off first on such list and continuing in inverse order of layoff. Names shall remain on the reinstatement eligible list for two years.
- b. 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

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instances, they shall be certified from the reinstatement list in accordance with the Civil Services Rules and shall be subject to a new probationary period.

- c. 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.

07.12.00 – Representation of Employees

The Employer recognizes that Employees in the Professional Unit may be represented by the COMPA in their employer-employee relationship with the County.

07.12.01 – Investigations

An Employee, whose presence is requested by Management to investigate, discuss, or review an action of the Employee likely to lead to discipline, has a [right to be represented](#) by an Officer, Director or Business Representative of the COMPA.

07.12.02 – 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 to the nature of the meeting.

07.12.03 – 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 COMPA shall satisfy the requirements of this section.

08.00.00 – REST and MEAL PERIODS

08.01.00 - Rest Periods

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

08.01.01 - 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.

09.00.00 – GRIEVANCE PROCEDURES

09.01.00 – Definitions

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A grievance is a complaint or claim by an Employee, a group of Employees or the COMPA of a violation of this Memorandum, a right as to wages, hours, or other terms or conditions of employment. It may involve such things as work assignments, physical facilities, defective equipment, a claimed violation of established rules, past practices, alleged unfair treatment, and safety or health hazards.

09.02.00 – Adjustment Procedure

Every effort should be made to settle grievances at the lowest level of supervision as promptly as possible. Any Employee having a grievance, as defined in 09.01.00, shall proceed as follows:

A written grievance must be filed within ten (10) working days from the time the Employee 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.

If the immediate supervisor is 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 supervisors, or higher authority's (in instances where the immediate supervisor is party to the grievance), 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, in conjunction with the Department of Human Resources, shall give the Employee a written response within ten (10) working days.
3. When an issue is not within Departmental jurisdiction, the County and the COMPA may mutually agree to waive steps 1 and 2 and the Employee may seek an adjustment by the Director of Human Resources. Upon receipt of the written grievance, the Director of Human Resources, or their designee, shall give the Employee a written reply within ten (10) working days.
4. If the Department Head's response in Step 2 or the Director of Human Resources' response in Step 3 is not satisfactory to the Employee, the Employee may, within ten (10) working days, file an appeal to the Director of Human Resources requesting mediation services from the State Mediation and Conciliation Service.
 - A. Mediation shall be convened as soon as possible to assist the parties in reaching a resolution to the grievance.
 - B. If mediation doesn't result in an acceptable resolution for both parties, the grievant may, within ten (10) working days from the date of the mediation session, file an appeal to the Civil Service Commission requesting a hearing. The decision of the Commission shall be final.

09.03.00

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

Nothing in this section shall affect an employee's right to file a complaint or other legal action with the Public Employment Relations Board or a court of competent jurisdiction following exhaustion of the grievance procedures set forth herein or as may be otherwise authorized by law.

10.00.00 – EMPLOYMENT RIGHTS APPEALS

10.01.00

Employment Rights Appeals are defined as actions taken against Employees and are appealable to the State Personnel Board when those employees are employed in Child Support and Social Services and their classifications fall under the jurisdiction of the Interagency Merit System: involuntary demotion, dismissal, suspension, medical termination or transfer, automatic resignation, reduction in pay for disciplinary reasons, grievances involving discrimination or political affiliation.

County employees in classifications not within the jurisdiction of the Interagency Merit System shall adhere to the County's Civil Service Rules for Employment Rights Appeals.

Employees in the Child Support Services and Social Services Departments employed within classifications under the jurisdiction of the Interagency Merit System who choose not to utilize the State Personnel Board for appeals, shall have the right to utilize the Madera County Civil Service Commission to resolve their Employment Rights Appeals.

The appealing Employee will be required to formally waive the right to decision on a waiver form provided by the Executive Officer of the State Personnel Board.

10.02.00 – Election of the Civil Service Commission

With the election to use the Civil Service Commission, the Employee will be required to adhere to the County's Civil Service Rules for Employment Rights Appeals.

11.00.00 – IMPASSE PROCEDURE

11.01.00 – Definition of Impasse

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

11.02.00 – 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:

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

11.03.00 – 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.

11.04.00 – Fact Finding

If the parties are unable to resolve the impasse within thirty (30) days after appointment of a mediator, the Unit may request that the parties' differences be submitted to a fact-finding panel in accordance with Government Code Section 3505.4 and 3505.5.

12.00.00 – PAYMENTS and MISCELLANEOUS PROVISIONS

12.01.00 – Wages and Working Conditions

This Memorandum is intended to cover all aspects of wages and working conditions for Employees covered herein. Therefore, nothing in this Memorandum shall prevent the Employer from modifying any fringe benefits or benefit plans not specifically provided for in this Memorandum, such as retirement plans, salary continuation plans, etc., subject to the Meet and Confer.

12.02.00 – 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. All requests for temporary assignments shall be submitted to the Director of Human Resources for authorization or denial.

12.03.00

Employees covered may take the option of having their payroll check mailed.

12.03.01

Employees requesting this service must make prior arrangements and provide addressed and stamped envelopes to the Auditor's Office.

12.03.02

This request must be made in writing and the County shall be held harmless should delays in the mail occur.

12.04.00– Use of Leave Time

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All leave time, regardless of type, shall be used and charged by actual time used. Increments of even hours will be charged per past practice. Increments of less than one (1) hour will be recorded and adjusted by the department in which the Employee is assigned.

12.05.00– 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 (2) years from the date of release. Such Employee shall be required to satisfactorily complete the remaining portion of the probationary period.

12.06.00 – 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 "E" 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.

12.07.00 – Step Placement

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

12.08.00 – 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.

12.09.00 – Direct Deposit

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

12.10.00 – 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 except as provided below:

If the overpayment is one hundred fifty dollars (\$150.00) or less, the County shall deduct the full amount from the employee's next payroll check. If the payment is greater than one hundred fifty dollars (\$150.00), deductions from future paychecks shall be made at the same rate the employee was overpaid.

In cases of underpayment or overpayment, Employees will be assisted by the Auditor-Controller's Office Staff to resolve the issue in the timeliest manner possible and consistent with past practice.

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12.11.00 – Continuing Education Reimbursement

The County will reimburse Bargaining Unit employees up to a maximum of two thousand dollars (\$2,000) per fiscal year for continuing education in a program of study that is relative to the business of the employee's department and likely to enhance service to the public, as determined at the discretion of the employee's department head in accordance with this section. This education may include an Associate's, Bachelor's, Master's degree or formal seminars or certification programs. Reimbursement shall be specifically for tuition and books purchased.

An employee must secure a 'Pass' (for pass/fail courses) or a 'B' grade or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts and a final copy of the grade or certification received.

Eligibility to participate:

- Must be a regular, full-time employee with permanent status.
- Must not have any formal disciplinary actions with the County within the previous twelve (12) months of the date of application for reimbursement. Formal disciplinary actions include written warnings, demotions, or suspension.
- Employee must apply and be pre-approved for the chosen program of study, in accordance with this section, prior to enrolling in courses or any other type of formal education such as professional certifications.
- The program of study must be from an accredited college or university.
- The program of study must have an end date.

Procedures:

To request reimbursement:

- Prior to enrolling, a detailed description of the program of study must be submitted to the employee's department head for approval.
- Following completion of the continuing education, a copy of an official transcript which indicates the completion and the grade given and a copy of the Employee's receipt for tuition/books must be submitted to the employee's department head.

Termination of employment:

- Employees who are terminated due to reduction-in-force or job eliminations will be reimbursed the full amount of eligible expenses incurred up to the date of separation. Any employee who voluntarily terminates their employment, or has their employment terminated for cause, prior to completing the program of study, will not be reimbursed any eligible expenses.
- Employees who accept continuing education reimbursement, commit to regular full-time service for twelve (12) months following the completion of the last completed program of study. In the event that an employee voluntarily terminates their employment with the County or is terminated for cause or transfers to another department within the committed twelve months, the employee agrees to repay the County the entire amount reimbursed to the employee.

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If an employee does not repay any amounts due as indicated above on or before their last day of employment, any such amounts will be deducted from the employee's final paycheck or from any other amounts payable to the employee upon or following termination of employment, including but not limited to PTO, incentive compensation payments, bonuses, or special compensation awards, and will authorize such deduction. Employees will also acknowledge that any balance still owed to the County after the deductions referenced above must be repaid to County.

13.00.00 – WAGES/RETIREMENT

13.01.00 – Base Wage Rate

1. The wage rates for all Employee classifications covered herein shall be as shown in the Salary Tables identified as [“Represented & Department Heads and Peace Officer & Related Classifications”](#) in Attachment V.
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, identified in the “Represented & Department Heads and Peace Officer & Related Classification Salary Tables”.

13.02.00 – Retirement

CalPERS “Classic Members” Retirement Benefit Formula

The County agrees to maintain a CalPERS contract for miscellaneous employees to provide for an enhanced benefit formula of 2.7% @55, with compensation based on employee's single highest year 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 as “classic members” pursuant to the California Public Employee Pension Reform Act (Act).

CalPERS “New Employees” Retirement Benefit Formula

Pursuant to the Act, the Employer is required to offer and maintain the CalPERS 2% @62 Miscellaneous retirement formula for all “New Employees”, or new members 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)].

13.02.01 – Employee Monthly Retirement Contribution Rates

All Employees who are defined as “classic members” pursuant to the Act are responsible for payment of the eight percent (8%) Employee contribution rate of salary to CalPERS for the 2.7% @55 retirement benefit formula. All Employees who are defined as “New Employees” pursuant to the Act are responsible for payment of fifty percent (50%) of the normal cost as determined by CalPERS for the 2% @62 retirement benefit formula. There is no provision for an Employer paid member contribution.

13.02.02 – Military Credit

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The County will maintain the current contract provision with Public Employees Retirement System that provides an option for Employees to purchase military service credit at the Employee's expense.

13.03.00 – Longevity Pay

Additional compensation shall be given to employees who have completed the benchmarks of 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 Employee's 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.

13.04.00 – 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	5.00%
15 years	7.50%
20 years	10.00%

13.05.00 – BILINGUAL COMPENSATION

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.

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.

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13.06.00 – PROTECTIVE SERVICES ASSIGNMENTS

- A. Social Workers assigned to perform emergency response as their *primary* assignment in the Emergency Response Unit, shall be paid ten percent (10%) calculated from the employee's base rate of pay for the duration of the assignment.
- B. Social Workers assigned to Child Protective Services and/or Adult Protective Services whose primary assignment is not in the Emergency Response unit, but who may be called upon to perform CPS/APS response duties, shall be compensated five percent (5%) assignment pay calculated from the employee's base rate of pay for the duration of the assignment.

13.07.00 – UNIFORM ALLOWANCE

1. Uniform Allowance of \$25 per pay period, effective February 1, 2018, for the following classes:
 - a. Building Inspector I/II/III (Building Division)
 - b. Code Enforcement Officer I/II (Planning Division)
 - c. Plan Checker I/II/III (Building Division)
 - d. Environmental Health Specialist (EHS)/Registered EHS I/II/Sr. (Environmental Health Division)
 - e. Fire Prevention Inspector I/II/III (Fire Division)
2. Uniform Allowance of \$50 per pay period, effective June 1, 2019, for the following classes:
 - a. Deputy Coroner
 - b. Senior Deputy Coroner

13.08.00 – Public Information Team Incentive Pay

Effective March 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.

It is understood that 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.

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It is further understood that 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.

13.09.00 – Engineering Incentive

Employees in the following classifications who obtain and maintain valid licensure with the California Department of Consumer Affairs/Board for Professional Engineers, Land Surveyors and Geologists as a Professional Civil Engineer are eligible to receive a five percent (5%) incentive in recognition of the specialized skill set required to obtain such licensure:

- A. Engineer I
- B. Engineer II
- C. Engineer III

The County agrees to reimburse the eligible employees for the cost of their annual basic fees and expenses to maintain their State licensure as a Professional Civil Engineer.

It is understood that the five percent (5%) incentive will be calculated from the Employee's base rate of pay and is defined as Special Compensation pursuant to the provisions of the California Public Employees Retirement System (CalPERS). As a result, the incentive is subject to the County's and the Employee's retirement contribution rate each pay period and will be included as part of final compensation for retirement purposes.

13.10.00 – P.O.S.T. Certification Incentive Pay

Incentive pay shall be granted to the Deputy Coroner and Senior Deputy Coroner Classifications upon presentation of a valid Intermediate, Advanced and/or Supervisory P.O.S.T. certificate. Said incentive pay shall be 5%, 2.5% and/or 2.5% respectively, calculated from the Employee's base rate of pay, for each certificate.

For Employees who have not previously submitted evidence of P.O.S.T. certification to the Sheriff's Department, incentive pay shall be effective on the first day of the pay period following submission of a valid applicable certificate.

13.11.00 – Licensed Clinical Social Worker (LCSW) Differential)

DSS Employees in the classifications of Social Worker shall be paid an additional five percent (5%) differential for having the LCSW designation. The differential shall be calculated from the employee's base rate of pay.

13.12.00 – DSS-Oakhurst Monthly Incentive Pay

Due to the current turnover rate and staffing needs within the Oakhurst facility, the County will compensate DSS Employees assigned to work in Oakhurst with a five percent (5%) incentive pay. The five percent (5%) incentive pay will be paid to employees beginning the month after ratification of the successor MOU until 30 days following the conclusion of the Classification and

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Compensation Study for all classifications (excluding Peace Officer related classifications) as identified in section 28.05.00. The incentive pay shall be calculated from the employee's base rate of pay.

The parties shall meet at the conclusion of the Classification and Compensation Study to discuss the continuation of the incentive pay. Following the meeting, the County will make the determination of whether there is a continued need for the Incentive Pay. The County's determination shall be final.

13.13.00 – BHS-Oakhurst Monthly Incentive Pay

Due to the current turnover rate and staffing needs within the Oakhurst facility, the County will compensate BHS Employees assigned to work in Oakhurst with a five percent (5%) incentive pay. The five percent (5%) incentive pay will be paid to employees beginning the month after ratification of the successor MOU until 30 days following the conclusion of the Classification and Compensation Study for all classifications (excluding Peace Officer related classifications) as identified in section 28.05.00. The incentive pay will be calculated from the employee's base rate of pay.

The parties shall meet at the conclusion of the Classification and Compensation Study to discuss the continuation of the incentive pay. Following the meeting, the County will make the determination of whether there is a continued need for the Incentive Pay. The County's determination shall be final.

13.14.00 – Recruitment Bonus for New Department of Behavioral Health Services (BHS) Employees Hired for Oakhurst Positions

The Department of Behavioral Health Services will pay new employees within the Professional Unit who are hired to work in the Oakhurst Department of Behavioral Services a one-time (per new hire) Recruitment Bonus in the amount of \$1,000 within 30 days of their start date (the "Recruitment Bonus").

If (i) the member transfers to another location or department, resigns from their employment with the County and such resignation does not constitute a Resignation for Good Reason or (ii) the employee is terminated by the County for just Cause, prior to completing 12 months of continuous employment at the Oakhurst location following their start date, the employee agrees to repay 100% of the Recruitment Bonus within 30 days of their transfer or termination of employment or shall have the amount deducted from their final paycheck.

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14.00.00 – WORKDAY and WORKWEEK

14.01.00 – Workweek and Working Hours

Eight (8) hours per day, exclusive of mealtime, shall constitute a regular days' work and the Workweek shall be five (5) working days of eight (8) hours each, unless mutually agreed upon in writing.

14.02.00 – Alternate Work Schedule

A work schedule which pertains to a 4/10 workweek; "Quiet Time;" "Flex time" or other variation may be implemented upon the mutual agreement of the County and the COMPA. The County will review such written scheduling proposals as to how they will serve the best interest of the County.

The work schedule pattern will have an evaluation period comprised of two 90-day periods. During the first ninety (90) day evaluation period, the County or the COMPA may terminate the schedule by a request in writing no later than 15 days prior to the end of the first 90-day period.

During the second 90-day evaluation period, the County may terminate the schedule at any time by notifying the COMPA in writing of the decision.

Upon the successful conclusion of the second 90-day evaluation period any change in the work schedule pattern will require the County to meet and confer with the COMPA.

Upon the successful conclusion of the second 90-day evaluation period any change in the 4/10 workweek will require the County to meet and confer with the COMPA.

14.03.00 – Flexible Workday Schedule for Department of Social Services (DSS)

A Flexible Workday Schedule (FWS) shall be subject to operational efficiency, DSS' ability to ensure public accessibility to DSS services, public accountability, applicable MOUs, County policies, and legal requirements.

Employees shall be required to work either a regular work schedule of 8:00 a.m. to 5:00 p.m., or one of the defined work schedules outlined in the Department's FWS Policy. No employee shall be permitted an FWS outside of the specific work schedules defined in the Department's FWS Policy.

Notice shall be provided to the affected employee(s) when an FWS is denied or discontinued. In the event that an FWS is discontinued or cancelled, thirty (30) calendar days advance notice will be provided to the affected employee(s), except in cases of extraordinary circumstances, in which notice will be provided to the affected employee(s) as soon as the need for the discontinuation/cancellation of the FWS is known.

An employee may decide to return to a regular work schedule (8:00 a.m. to 5:00 p.m.) by giving two (2) weeks' notice to their supervisor.

An FWS does not have any impact on an employee's utilization of sick time, vacation time, or any other available leave balances. Each employee is expected to work or account for their basic work hour requirements by utilizing sick time, vacation time, or any other available leave balances in

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accordance with applicable MOUs, County policies, and legal requirements.

14.04.00 – Deputy Coroner – 4/10 Alternative Work Schedule

An alternative work schedule for Deputy Coroners within the Sheriff's Office shall consist of four (4) workdays per week, ten (10) hours per day, inclusive of mealtime.

15.00.00 – OVERTIME

All classifications receiving time and one-half overtime are listed in Attachment I.

15.01.00

Overtime work for Employees within the Professional Unit shall be subject to the following:

- A. 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.
- B. Employees required to work overtime shall be compensated by either the payment of the overtime earned or the inclusion of the overtime hours in their compensatory time bank, at the Employee's option. The Employee's choice to be paid the overtime earned or to include the hours in their compensatory time bank is made at the time the overtime is earned. The Employee may utilize accrued compensatory time by providing at least three (3) days written notice to the Employer.
- C. The Employee shall have a vested interest in being paid 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.
- D. When, due to an emergency, an Employee is required to return to work on other than his regularly scheduled workday, the Employee shall be entitled to callback compensation as outlined in section 19.00.00 of this Memorandum.
- E. Overtime will be computed at the appropriate rate (straight time or time and one-half) for every hour of overtime worked. At the Employee's option, the hours will either be paid out to the Employee or included in the Employee's compensatory time bank for future use.
- F. Payment for overtime work or compensatory time used shall be calculated based on the Employee's regular rate of pay in effect (which includes the base wage rate, longevity, and any incentive/assignment pays). Overtime payment shall be included in the regular salary check in the pay period in which it was earned.

15.02.00 – MEALS

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 agrees to provide for or reimburse 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 meals shall be limited to the U.S. General Services

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Administration's Meals & Incidentals rates of seventeen dollars (\$17) for breakfast, eighteen dollars (\$18) for lunch and thirty-one dollars (\$31) for dinner per Employee. Receipts are required for reimbursement of out-of-pocket expenses.

The parties agree to meet outside of successor contract negotiations regarding meal reimbursements.

16.00.00 – STANDBY COMPENSATION

16.01.00 – 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 standby shall be approved in advance by the County Administrative Officer or their representative.

16.02.00 – Standby Pay

An Employee required to standby, shall be compensated for such standby time at the rate of three four dollars (\$4.00) per hour.

17.00.00 – SHIFT DIFFERENTIAL

17.01.00 – 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 \$4.50 per night shift worked.

17.02.00 – Night Duty Defined

Night duty shall mean an assigned schedule of work hours of which at least 3/4 of the shift is after 5:00 p.m. and before 8:00 a.m.

17.03.00 – Night Duty Limitation

Night duty, as herein provided, is limited to the first eight (8) hours of a work shift exclusive of overtime and does not include standby time, or call-back overtime.

18.00.00 – CLASSIFICATIONS REQUIRING LICENSES, REGISTRATIONS and CERTIFICATIONS

18.01.00 – FEES FOR REQUIRED DUES, LICENSES, REGISTRATIONS and CERTIFICATIONS

The County will reimburse Employees for their basic and necessary annual or periodic membership fees if they are employed in a classification that requires active membership, licensure, registration, or certification.

18.02.00 – CONTINUING EDUCATION REQUIRED OF A LICENSE, CERTIFICATION, or REGISTRATION

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Employees of this Unit who, during the term of this MOU, are required to attend continuing education courses, seminars, or other training or educational classes in order to retain a license, certification or registration which is a condition of continuing County employment, shall, subject to the approval of the relevant department head, be given County-paid time off from their regular workday to attend the continuing education event.

All requests for time off for continuing education shall be submitted to an employee's immediate supervisor in advance. All such requests shall be subject to the approval of the department head based on the operational needs of the department.

Attendance at continuing education courses, seminars, or classes outside of an employee's regular workday shall not be considered hours worked for purposes of minimum wage or overtime.

19.00.00 – CALL-BACK COMPENSATION

19.01.00 – Definition of Call-Back

When the Employer, due to an emergency, requires an Employee to return to work other than their regularly scheduled workday, the Employee shall be entitled to call-back compensation.

19.02.00 – Minimum Compensation

The Employer 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 hours actually worked.

20.00.00 – PERSONAL VEHICLE USAGE

20.01.00 – Personal Vehicle Usage

Employees required to use their private vehicles for County business shall be compensated for the use of said vehicle at the IRS approved rate adopted by the County Board of Supervisors.

20.02.00 – Mileage Reimbursement

Compensation for mileage shall be paid no later than the fifth (5th) working day of each month subject to the submission of mileage claims as prescribed by the Auditor-Controller.

21.00.00 – SAFETY

21.01.00 – Promoting the Prevention of Accidents

The Employer and the COMPA 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.

21.02.00 – 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.

21.03.00 – Safety and Health Provisions

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

21.04.00 – 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.

21.05.00 – No Retaliation

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

21.06.00 – Carrying of Non-Lethal Chemical Agents

If the Department Head determines that Employee safety requires the carrying of non-lethal chemical agents, the County will provide the necessary training and equipment.

21.07.00 – Safety Review Committee

A Labor/Management Safety Committee is established to discuss and resolve problems concerning the Health, Safety and Education of County Employees. The matters subject to review will include whether safety standards of equipment and clothing utilized by the County are sufficient to ensure the maximum safety of all affected Employees. The Committee shall make recommendations to the Board of Supervisors.

22.00.00 – HEALTH and WELFARE

22.01.00 – 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 rate CalPERS HMO health plan (excluding Kaiser), offered Dental Program and the Vision Service Plan.

22.01.01

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

22.01.02 – 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

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have on Employees, the County will continue to utilize the United Healthcare Plan as 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.

22.01.03 – 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.

22.02.00 – 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 Memorandum unless mutually agreed upon by the County and the COMPA.

22.03.00 – Flexible Spending Accounts

Employer shall provide an IRS Section 125 program that includes a premium conversion program for medical, dental and vision benefits to include flexible spending accounts. These flexible spending accounts may be used for purposes of paying IRS qualifying benefit premiums, health expenses not covered by benefits and for dependent care expenses. This program will comply with IRS regulations and be administered totally at the expense of participants in the program.

22.04.00 – 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.

22.05.00 – Voluntary Benefits Program

The County will provide a voluntary benefits program. It is understood that participation is voluntary and at the Employee's expense.

22.06.00 – Employee Assistance Program

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.

23.00.00 – VACATION ACCRUAL

23.01.00 – Vacation Accrual

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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 - 2 ½	8 hours per pay period
2 ½ - 5 ½	10 hours per pay period
5 ½ - 10	12 hours per pay period
10+	14 hours per pay period

23.02.00 – 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.

23.03.00 – Vacation Cash Out Program

It has come to the County’s attention that Internal Revenue Services (IRS) regulations and opinions on rules 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

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is effective. Employees may not cash out less than ten (10) hours in any 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.
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 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. 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.
11. 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.
12. 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.

24.00.00 – SICK LEAVE

24.01.00 – 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.

24.02.00 – Use of Sick Leave during Pregnancy

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Employees shall be allowed to use sick leave privilege due to pregnancy or illness accompanying pregnancy.

24.03.00 – 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 equivalent time off, to the nearest quarter 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.

24.04.00 – 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.

24.05.00 – Sick Leave Usage

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

- a. Employee absence required by their bona fide illness or injury causing inability to work.
- b. Exposure to contagious disease requiring quarantine.
- c. 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.
- d. An Employee who is a victim of domestic violence, sexual assault or stalking as provided by Labor Code Section 246.5.
- e. An Employee's need for leave as a result of a reproductive loss event pursuant to Government Code section 12945.6.

24.06.00 – Verification of Treatment

The appointing authority or Director of Human Resources may require a physician's certificate of the necessity of an Employee's absence on sick leave or shall require such certification on all 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.

24.07.00 – Exceptions

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

- a. Disability arising from any sickness or injury purposely self-inflicted or caused by other willful misconduct.
- b. Sickness or disability sustained while on leave of absence other than their paid leave.

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24.08.00 – Sick Leave Accrual

Employees in the COMPA shall be allowed one day (8 hours) sick leave credit for each pay period of continuous full-time service with unlimited accrual. Upon retirement, accrued sick leave shall be converted to Service Credit pursuant to section 24.09.00 below. Upon termination, in addition to their regular compensation, Employees will be paid for their accrued sick leave balance pursuant to section 24.10.00 below.

24.09.00 – Conversion of Accrued Sick Leave into Service Credit

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 Memorandum.

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., two hundred fifty (250) (eight (8) hour) days, or two thousand (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 Memorandum.

24.10.00 – Sick Leave Payout

For purpose of calculation, the first seventy-five (75) days of sick leave accrual shall be compensated at a rate not to exceed fifty (50%) percent of the current hourly rate as shown in Column "A" of the table below. For additional sick leave days accrued above seventy-five (75) days, but not exceeding one hundred fifty (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 one hundred fifty (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 600 hours	B – 601 to 1200 hours	C – over 1200 hours
5 or more years	15%	7.5%	3%
10 or more years	25%	12.5%	5%

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15 or more years	35%	17.5%	7%
20 or more years	50%	25%	10%

24.11.00 – No Disturbance While on Sick Leave

Employees off work on sick leave will not be disturbed by the County regarding work assignments, unless determined by the Department Head that normal County business cannot be maintained or postponed without such contact.

25.00.00 – RETURN TO WORK MEDICAL ASSESSMENT

25.01.00

Employees required by the Department of Human Resources to have a County physical and 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 any assessment by the Public Health Department. Except in cases for ‘fitness for duty’ the determination of the assessment will be made based on the employee’s circumstances.

25.02.00

After receipt of notice of employee’s ability to return to work, the Department of Human Resources and the Public Health Department shall within three (3) working days schedule and conduct the employee’s examination.

25.03.00

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

26.00.00 – FAMILY SICK LEAVE/PERSONAL LEAVE

26.01.00 – Special Leave with Pay

An Employee shall be granted special leave with pay not to exceed a total of eighty (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” 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 minor.

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

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26.02.00 – BEREAVEMENT LEAVE

Bereavement leave, not to be charged to any leave balance, of three (3) days (twenty-four (24) hours) will be allowed per occurrence for the death of an immediate family member. An Employee shall also 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 an immediate family member's death. "Immediate family" is defined as the Employee's spouse, registered domestic partner, children, stepchildren, parents, guardians, grandparents, grandchildren, brothers, sisters, and father or mother in-law. Child may include biological, adopted, foster, step, legal ward, or a child to who the Employee stands loco in 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 section 26.01.00.

26.03.00 – 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 an emergency. No request for personal leave will be denied department unless the absence will cause an adverse impact upon the functioning of the department.

26.04.00 – UNION REPRESENTATIVE LEAVE OF ABSENCE

The Employer shall grant to an Employee, upon written request of the Union, a reasonable leave of absence without loss of compensation or other benefits. Compensation during the leave shall include retirement fund contributions, and the Employee shall earn full-service credit during the leave of absence and shall pay their member contributions for retirement. Leave may be granted on a full-time, part-time, periodic, or intermittent basis.

The Union shall reimburse the Employer for the Employee's compensation, including salary-related benefits, no later than thirty (30) days from receipt of any certification for invoice of payment.

At the conclusion of the leave, the officer or steward shall have a right to reinstatement to the same position and work location they held prior to such leave without loss of seniority.

The leave of absence without loss of compensation or other benefits provided for by this section is in addition to any release time currently granted to representatives of the Union under the law or this Memorandum.

The Union has no obligation to use leave under this section for an Employee and may terminate that leave any time and for any reason.

The Employer shall not be liable for an act or omission of, or an injury suffered by, an Employee of the Employer if that act, omission, or injury occurs during the course and scope of the Employee's leave under Government Code Section 3558.8 to work for the Union or affiliated Employee organization. If Employer is held liable for such an act, omission, or injury, the Union or affiliated employee organization shall indemnify and hold harmless the Employer.

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Procedures for Requesting Leave:

1. The Union shall submit a written request to the department head and the Department of Human Resources at least two (2) weeks prior to the commencement of the requested leave.
2. The written request shall include the dates of the leave (including the estimated duration of leave), the Employee's name, job title, and department.
3. To avoid disruption to the workplace, the Union agrees that any part-time, periodic, or intermittent leave shall be requested in each instance.
4. The parties agree that each leave request shall not exceed one (1) calendar year at a time. This provision is not intended to limit the Union's right to submit a subsequent leave request.
5. No Employee who is on probation in their current position, who is on a performance improvement plan, or who is on administrative leave pending the outcome of an investigation or fitness for duty examination shall be granted leave pursuant to the provisions of this section.
6. No Employee, who is on a protected leave, shall be granted leave pursuant to the provisions of this section.
7. No more than three (3) officers or stewards per department may be on leave at the same time.

27.00.00 – HOLIDAYS

27.01.00

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

New Year's Day, January 1
Martin Luther King, Jr. Day, the third Monday in January
President's 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
Friday After Thanksgiving
8-Hour Winter Holiday (to be taken Christmas Eve)
Christmas Day, December 25
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 shall be credited on January 1st 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.

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27.02.00

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.

28.00.00 – CLASSIFICATION REVIEWS

28.01.00 – 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 be conducted by the Director of Human Resources.

If an Employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification as determined by the Civil Service Commission, the Employer and the COMPA acting under the provisions of section 2 (A) of Madera County Ordinance 369 and Madera County Code Chapter 2.60, shall determine the wage rate through the established procedures.

28.02.00 – Reclassification

All Employee reclassification requests, except as provided for above, will be processed and either approved or denied by the Director of Human Resources in a timely manner.

28.03.00 – Classification Specifications

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

29.00.00 – PETTY CASH

Petty cash will be made available in advance to Employees assigned to Protective Services for purchase of diapers, formula, and medication as required by licensed physicians, and deemed necessary by the Department. In no case shall Employees be required to make purchases with their personal funds.

30.00.00 – DEPARTMENT OF SOCIAL SERVICES ELIGIBLE LIST

The duration of employment eligibility lists established by the County for classifications assigned to the Department of Social Services are outlined in Chapter 2.57.090, Rule 6-4 of the Madera County Code for open and promotional opportunities.

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31.00.00 – SAVINGS CLAUSE

The provisions of this Memorandum are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Memorandum shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining 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 to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

32.00.00 – EXCHANGE OF INFORMATION and REOPENERS

32.01.00 – Exchange of Information

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

32.02.00 – Reopeners During Term of Memorandum

1. 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.
2. 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, and other policies as needed.
3. Negotiations regarding a possible review of Section 13.00.00-Wages/Retirement may be reopened by mutual agreement of the Parties once per fiscal year in the month of October during the term of this Memorandum.

33.00.00 – POLICY REVIEW

The County has met its obligation to meet and confer on the following:

- a. Intent to fingerprint and conduct criminal record check on employees likely to have routine contact with children or employees likely to have access to criminal offender record information.
- b. Code of Ethical Conduct – Behavioral Health Services
- c. Attachment II– Dress Code
- d. Attachment III – Computer Equipment & Systems Usage Agreement
- e. Attachment IV – Catastrophic Leave Program

34.00.00 – RATIFICATION

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

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35.00.00 – CIVIL SERVICE CHANGES

35.01.00 – Job Abandonment

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

35.02.00 – Local Agency Personnel Standards

In the event any provision herein, as it may apply to any Employee of the County, subject to Section 19800 et seq. of the California Government Code, is determined by the Executive Officer of the State Personnel Board to be in conflict with Local Agency Personnel Standards (Title 2. Administration, Division 5. LAPS), such provision shall be null and void to those employees, and Local Agency Personnel Standards shall supersede and prevail.

35.03.00 – 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.

The parties further agree that when administering this section, Local Agency Personnel Standards (LAPS) shall apply and where applicable, in limited circumstances (e.g., Employees right to reapply to a LAPS agency), shall supersede the aforementioned “no reemployment” provision.

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SIGNATURES:

COUNTY OF MADERA ("COUNTY")

Sabrina Mendez

Sabrina Mendez, Chief County Negotiator

Chenecua Dixon

Chenecua Dixon (Mar 20, 2025 10:34 PDT)

Chenecua Dixon, Co-Negotiator

PROFESSIONAL EMPLOYEES OF
MADERA COUNTY ("COMPA")

Miguel Barragan

Miguel Barragan (Mar 20, 2025 09:16 PDT)

Miguel Barragan, Internal Organizer-SEIU

Julie Dodd, Msw, SWIV

Julie Dodd, Msw, SWIV (Mar 19, 2025 14:39 PDT)

Julie Dodd, President-Professional Unit

Blake Chapman

Blake Chapman (Mar 20, 2025 09:57 PDT)

Blake Chapman, Vice President-Service
Unit

Memorandum of Understanding - Professional Unit

ATTACHMENT I – UNIT CLASSIFICATIONS

Classifications in the Professional Unit, their salary ranges, and overtime designations:

Classification (On Peace Officer & Related Classifications Salary Table)	Salary Range	Overtime Designation
Code Enforcement Officer I	9	Overtime Exempt-ST
Code Enforcement Officer II	11	Overtime Exempt-ST
Crime Analyst II	12	1 1/2 eligible
Crime Scene Specialist	12	1 1/2 eligible
Deputy Coroner	12	1 1/2 eligible
Probation Specialist	8	1 1/2 eligible
Senior Deputy Coroner	15	1 1/2 eligible
Victim Services Specialist	8	1 1/2 eligible

Classification (On Represented & Department Heads Salary Table)	Salary Range	Overtime Designation
Accountant - Auditor I	13	1 1/2 eligible
Accountant - Auditor II	16	1 1/2 eligible
Agricultural and Standards Inspector I	9	1 1/2 eligible
Agricultural and Standards Inspector II	11	1 1/2 eligible
Agricultural and Standards Inspector III	14	1 1/2 eligible
Appraiser I	10	1 1/2 eligible
Appraiser II	13	1 1/2 eligible
Appraiser III	15	1 1/2 eligible
Auditor-Appraiser I	12	1 1/2 eligible
Auditor-Appraiser II	15	1 1/2 eligible
Auditor-Appraiser III	17	1 1/2 eligible
Behavioral Health Case Manager I	6	1 1/2 eligible
Behavioral Health Case Manager II	9	1 1/2 eligible
Behavioral Health Clinician I	17	1 1/2 eligible
Behavioral Health Clinician II	20	Exempt-ST
Building Inspector I	11	1 1/2 eligible
Building Inspector II	14	1 1/2 eligible
Building Inspector III	16	1 1/2 eligible
Business Applications Specialist I	14	1 1/2 eligible
Business Applications Specialist II	17	1 1/2 eligible
Database Administrator	21	1 1/2 eligible
Employment and Training Worker I	7	1 1/2 eligible
Employment and Training Worker II	10	1 1/2 eligible
Employment and Training Worker III	12	1 1/2 eligible
Engineer I	16	1 1/2 eligible

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Engineer II	19	1 1/2 eligible
Engineer III	21	1 1/2 eligible
Environmental Health Specialist	13	1 1/2 eligible
Fire Prevention Inspector I	10	1 1/2 eligible
Fire Prevention Inspector II	13	1 1/2 eligible
Fire Prevention Inspector III	15	1 1/2 eligible
GIS Analyst	17	1 1/2 eligible
Health Education Specialist	12	1 1/2 eligible
Information Technology Analyst I	16	1 1/2 eligible
Information Technology Analyst II	19	1 1/2 eligible
Information Technology Security and Compliance Analyst	22	1 1/2 eligible
Information Technology Security Engineer I	18	1 1/2 eligible
Information Technology Security Engineer II	21	1 1/2 eligible
Librarian I	9	1 1/2 eligible
Librarian II	12	1 1/2 eligible
Licensed Vocational Nurse I	9	1 1/2 eligible
Licensed Vocational Nurse II	12	1 1/2 eligible
Mental Health Crisis Worker	15	1 1/2 eligible
Network Engineer I	18	1 1/2 eligible
Network Engineer II	21	1 1/2 eligible
Nurse Intern	16	1 1/2 eligible
Nutritionist Intern	14	1 1/2 eligible
Nutritionist	15	Exempt-ST
Occupational Therapist	21	Exempt-ST
Physical Therapist	21	Exempt-ST
Plan Checker I	12	1 1/2 eligible
Plan Checker II	15	1 1/2 eligible
Plan Checker III	18	1 1/2 eligible
Planner I	12	1 1/2 eligible
Planner II	15	1 1/2 eligible
Planner III	17	1 1/2 eligible
Psychiatric Nurse Practitioner	25	Exempt-ST
Public Health Microbiologist I	15	1 1/2 eligible
Public Health Microbiologist II	18	1 1/2 eligible
Public Health Microbiologist Trainee	9	1 1/2 eligible
Public Health Nurse I	19	1 1/2 eligible
Public Health Nurse II	22	1 1/2 eligible
Public Works Inspector I	10	1 1/2 eligible
Public Works Inspector II	13	1 1/2 eligible
Real Property Agent	17	1 1/2 eligible
Registered Dietitian I	14	Exempt-ST

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Registered Dietitian II	17	Exempt-ST
Registered Environmental Health Specialist I	15	1 1/2 eligible
Registered Environmental Health Specialist II	17	1 1/2 eligible
Registered Nurse I	17	1 1/2 eligible
Registered Nurse II	20	Exempt-ST
Road Code Compliance Representative	16	1 1/2 eligible
Senior Accountant-Auditor	18	Exempt-ST
Senior Agricultural and Standards Inspector	16	1 1/2 eligible
Senior Behavioral Health Case Manager	11	1 1/2 eligible
Senior Business Systems Analyst	19	Exempt-ST
Senior Information Technology Security Engineer	23	1 1/2 eligible
Senior IT Analyst	21	Exempt-ST
Senior Network Engineer	23	Exempt-ST
Senior Public Health Nurse	24	Exempt-ST
Senior Registered Environmental Health Specialist	19	1 1/2 eligible
Senior Systems Engineer	23	1 1/2 eligible
Social Worker I	9	1 1/2 eligible
Social Worker II	11	1 1/2 eligible
Social Worker III	14	1 1/2 eligible
Social Worker IV	17	1 1/2 eligible
Substance Use Disorder Counselor I	7	1 1/2 eligible
Substance Use Disorder Counselor II	10	1 1/2 eligible
Systems Engineer I	18	1 1/2 eligible
Systems Engineer II	21	1 1/2 eligible
Water Resources Specialist I	16	1 1/2 eligible
Water Resources Specialist II	19	1 1/2 eligible
Water Resources Specialist III	21	1 1/2 eligible

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ATTACHMENT II – COUNTY OF MADERA DRESS CODE

General Statement

It is important that all employees, regardless of their function or assignment, recognize that they must represent to the public and to other agencies the professional standard and image of the Department for whom they work. Therefore, the manner of dress and personal appearance must be without reproach and reflect favorably on the County of Madera. Employees should be aware of the need to present a neat, well-groomed, and professional image to the public we serve.

Guidelines

The following guidelines are set forth for all County employees:

1. Clothing should be neat and clean at all times. Clothing should not be torn, faded, frayed, or in obvious need of repair.
2. The style of clothing worn shall not be of a revealing or suggestive nature. Clothing should not contain messages promoting profanity, illegal activities, or inappropriate behavior.

Minimum Standards

Employees working in an office environment shall be professional in their appearance. Therefore, the following are examples of clothing that do not meet minimum standards of professional and office attire for men or women:

- Bike shorts
- Bib overalls
- Shorts
- Blue denim jeans
- T-shirts
- Midriff tops
- Rompers
- Casual sandals (i.e., zorrries)
- Multi-colored athletic shoes
- Jogging suits
- Sweats (i.e., sweatshirt/pants)
- Tank tops
- Spaghetti strap dresses

Office Attire

County employees working in an office environment shall wear clothing which is in accordance with acceptable standards as indicated in the aforementioned Guidelines and Minimum Standards statements.

Limited Exemption

Management may temporarily exempt an employee from the minimum dress standard while performing a specific short-term task, for specific medical reasons, or for specific assignments.

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ATTACHMENT III – 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 computing devices (defined as any device that is used to conduct County business that includes the access or retention of County data). 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 use 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 computing device. All electronic mail messages and/or text messages transmitted or received on any County-owned computer or other electronic device 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;
 - Political endorsements;
 - Creating or forwarding “chain letters,” “Ponzi” or other “pyramid” schemes of any type;

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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 e-mail etiquette is important to maintaining a professional standard of excellence as a County employee, and that County e-mails should not contain inappropriate or unprofessional language, personal attacks, or profane or obscene utterances.
9. I understand that the use of County e-mail is for furthering County business purposes and not for personal use or gain. Every e-mail sent is a reflection on the sender and on the sender's employer, the County of Madera.
10. 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.
11. I will use the hardware or software in an ethical manner. I will respect the security of the computing device and I will not improperly use or gain access to the network, hardware, or software.
12. I will not use or copy any copyrighted and/or patented software or parts thereof without legal authority to do so.
13. I will not install any hardware, program, software, or data on any County-owned computer. Only IT personnel may install any hardware, program, software, or related data on any County-owned computer. Mobile computing devices capable of downloading and executing device specific applications may be installed by the Department Head only, and only on their County provided device. All other mobile computing device apps will be installed by IT personnel.
14. I will respect any confidential information obtained or used as part of my job performance.
15. I will maintain system security by keeping my user identification and password(s) confidential.
16. 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.
17. Designations on messages or directories designating the material as personal or private, or otherwise attempting to segregate the material will not alter the stipulations 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.
18. 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.
19. The County reserves the right to mandate standardized e-mail footers (The bottom section of an e-mail that does not change with both legal and exclusionary comments concerning the content of

Memorandum of Understanding - Professional Unit

the e-mail) to any e-mail originating from County e-mail systems. Once established, altering the published standard is strictly forbidden.

E-mail is here to stay. Your message is forever so think twice before committing your thoughts to posterity by sending them in an e-mail.

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.

Employee's Signature

Date

Supervisor's Signature

Date

Memorandum of Understanding - Professional Unit

ATTACHMENT IV – 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.

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.

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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 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.

Memorandum of Understanding - Professional Unit

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.

Memorandum of Understanding - Professional Unit



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: _____

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 - Professional 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: _____

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 Department of Human Resources, the leave indicated will be debited from the Donor's leave balance account and credited to the Receiving Employee.

Memorandum of Understanding - Professional Unit

ATTACHMENT V – SALARY TABLES

REPRESENTED & DEPARTMENT HEADS SALARY TABLE:

Represented and Department Heads (June 2024)

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PEACE OFFICER & RELATED CLASSIFICATIONS SALARY TABLE:

Peace Officer & Related Classifications (May 2023)

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ATTACHMENT VI – TEMPORARY EMPLOYEES

This Memorandum of Understanding (MOU) between the County of Madera (“County”) and the SEIU Local 521 on behalf of the County of Madera Professional Association (“COMP”), represents the agreement between the parties related to temporary employees. For purposes of this section, temporary employees shall be defined the same as the term is defined under Government Code §3507.7. Additionally, the term “Temporary Employee” shall be synonymous with the term “Extra Help Employee”.

Except as specifically modified herein, terms and conditions of employment for temporary employees shall remain unchanged. Except as provided by law, COMPA and the County mutually acknowledge that temporary employees serve at the pleasure of their respective appointing authority and have at-will employment status.

The following sections of the Professional Unit MOU between the County and COMPA apply to temporary employees temporarily filling classifications within the Professional Unit. This agreement shall be in effect for the duration of this MOU.

- Section 01.00.00 – General Provisions-Definitions
- Section 02.00.00 – Recognition
- Section 03.00.00 – Hiring Provisions (Non-Discrimination)
- Section 04.00.00 – COMPA Security (excluding Section 04.08.00)
- Section 05.00.00 – Management Rights
- Section 06.00.00 – COMPA Rights (excluding Section 06.05.00 through 06.09.00)
- Section 07.00.00 – Employee Rights (excluding Sections 07.05.00 through 07.11.00, & 07.12.02)
- Section 08.00.00 – Rest and Meal Periods
- Section 12.00.00 – Payments and Miscellaneous Provisions (excluding Sections 12.02.00, 12.05.00, 12.07.00, & 12.11.00)
- Section 16.00.00 – Standby Compensation
- Section 17.00.00 – Shift Differential
- Section 19.00.00 – Call-Back Compensation
- Section 20.00.00 – Personal Vehicle Usage
- Section 21.00.00 – Safety
- Section 31.00.00 – Savings Clause

Attachment VI: Wages

Wages for temporary employees will follow either the ‘Classified Service Salary Schedule’ or the ‘Peace Officer & Related Classifications Salary Schedule’ for classifications within the Professional Unit.

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Attachment VI: Salary Step Increases

Advancement from one step to the next requires completion of 2,000 hours of paid employment (i.e., if a temporary employee has 2,000 hours of paid employment at step B, they shall then advance to step C, etc.).

Attachment VI: Work Assignments

Where practicable, employees shall be assigned regularly scheduled starting and quitting times. COMPA recognizes that the nature of some temporary employment is on-call and/or irregularly scheduled.

The scheduling of temporary employees is at the sole discretion of the employing department. Any disputes regarding work assignments will be resolved by the department head.

Attachment VI: Overtime

If, in the judgment of an appointing authority, extra hours are required to be worked by a temporary employee for the accomplishment of County business, the department head or designee may authorize and require the performance of said extra hours.

Overtime will be computed at the appropriate rate (straight time or time and one-half) for every hour of overtime worked in compliance with the Fair Labor Standards Act (FLSA).

Attachment VI: Health & Welfare

A. Health Insurance Eligibility

1. Measurement Period

To be in compliance with the Federal Affordable Care Act, temporary employees will have an initial measurement period of twelve (12) months that begins on their hire date if they start on the first working day of the month, otherwise it shall start on the first day of the following month. Temporary employees who are identified upon hire as anticipated to average at least one hundred and thirty (130) hours of paid employment per pay period over their initial twelve (12) month measurement period, as determined by the hiring authority and the Director of Human Resources, will be entitled to participate in the health plans on the first day of the month following one (1) full month of employment. The County shall contribute its portion of the health plan contribution for each succeeding month of employment in which the employee works. Should the employee have insufficient earnings to pay their share of any health insurance premiums, the employee will be afforded the opportunity to contribute the balance of the full health insurance premium for that month. These provisions will not affect the temporary employee's right to continue coverage under COBRA, the County's portion of retirement contributions, or a temporary employee from requalifying for health plan contributions should they meet the one hundred and thirty (130) hours or more per month average in a subsequent measurement period.

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2. Annual Basis Measurement

After the initial twelve (12) month measurement period, a temporary employee's hours will be measured on an annual basis to qualify for initial or continued benefits and the County's portion of health plan contributions. The eligible temporary employee will be required to average at least one hundred and thirty (130) hours of paid employment per month during the County's standard measurement period from December 1 to November 30 of each year. A temporary employee entitled to participate in the Health Insurance Plan, as determined by the initial or standard measurement period, will be entitled to participate for the subsequent twelve (12) months (which is the stability period).

B. 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 rate CalPERS HMO health plan (excluding Kaiser), offered Dental Program and the Vision Service Plan.

Attachment VI: Retirement (CalPERS)

In accordance with Government Code section 20305, a temporary employee shall be enrolled in the Public Employees' Retirement System's Retirement Plan in the next succeeding pay period following the completion of one thousand (1,000) hours of paid employment within a fiscal year (July through June). The County shall contribute its portion of the retirement contribution for each succeeding month of employment in which the employee works. (Note: enrollment in CalPERS upon hire is required when a temporary employee is already a CalPERS member.)

Attachment VI: Sick Leave

1. Temporary employees shall be credited with five (5) days or forty (40) hours of paid sick leave, whichever is greater, thirty (30) days after the employee's 1st day of employment ("anniversary date") as follows:
 - A. Temporary employees shall be eligible to utilize the credited hours once they are employed by the County for ninety (90) days. For example, a temporary employee who is hired August 1, 2024, will be credited with the forty (40) hours on September 1, 2024, and will be eligible to utilize the forty (40) hours beginning November 1, 2024.
 - B. Temporary employees shall be credited with five (5) days or forty (40) hours of sick leave, whichever is greater, each year on their work anniversary date.
 - C. The credited hours shall not have a cash value at the time of separation/ termination and shall not carry over from year to year.
 - D. A CalPERS retiree who returns to work in a designated retired annuitant position cannot be paid any other compensation or benefits in addition to the hourly pay rate and therefore not eligible for the sick leave accrual.
2. Regardless of the date of hire, if a temporary employee separates and then returns to work as a temporary employee within twelve (12) months, they shall be credited with the sick leave hours that were accrued and unused at the time of separation. This will not preclude the temporary employee from receiving the annual five (5) days or forty (40)

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hours of sick leave, whichever is greater, pursuant to subsection '1' above; however, the accrued and unused hours, and the new frontloaded hours, must be utilized at the conclusion of the first twelve (12) month reemployment period. These hours shall have no cash value, and they shall not carry over to the next succeeding twelve (12) month employment period. Reemployed temporary employees who fall under the provisions of this subsection shall be credited with paid sick leave hours pursuant to subsection '1' above for each subsequent year of employment.

3. A temporary employee hired into a permanent assignment will retain any unused sick leave hours for the policy year as outlined in subsection '1'. Sick leave hours accrued as a temporary employee will not carry over from year to year.
4. Temporary employees who are provided with paid sick leave shall only utilize such leave upon the approval of the appointing authority and only in case of any of the following:
 - A. The temporary employee's absence required by their bona fide illness or injury causing inability to work.
 - B. Exposure to contagious disease requiring quarantine.
 - C. To obtain a diagnosis, consultation, care or treatment of an existing health condition, or the preventative care, for the extra-help employee or for a temporary employee's family member* as provided for pursuant to Labor Code section 246.5.
 - D. A temporary employee who is a victim of domestic violence, sexual assault or stalking as provided by Labor Code section 246.5.

*Family member is defined as the temporary employee's spouse, registered domestic partner, children, parents, grandparents, grandchildren, siblings, and the employee's father and mother-in-law. Child may include biological, adopted, foster, step, legal ward, or a child to whom the temporary 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 temporary employee or the temporary employee's spouse or registered domestic partner, or a person who stood in loco parentis when the temporary employee was a minor. Family member may also include a designated person, identified by the employee at the time the employee requests paid sick leave. The County may limit a temporary employee to one designated person per twelve (12) month period for paid sick days.

Attachment VI: At Will Employment Status

The County and COMPA acknowledge that temporary employees have at will employment status and that either the employee or the County is entitled to end the employment relationship at any time, for any reason.

The Appointing Authority shall have the final decision in all temporary employee decisions. There is no appeal.