

Memorandum of Understanding
By and Between
The County of Madera
and the
Service Employees of Madera County
(Service Unit)

July 1, 2024 – June 30, 2025

Memorandum of Understanding - Service Unit

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SERVICE UNIT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this 19th day of March 2025, by and between the County of Madera ("County") and the SEIU Local 521 on behalf of the Service Employees of Madera County ("SEMC"), 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 SEMC.

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 – SEMC

The term "SEMC" as used herein shall refer to the Service 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 Service Unit as established under the provisions of Madera County Code 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 purposes of the 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. 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.

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01.06.00 – Existing Laws, Regulations and Policies

This Memorandum 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 – SEMC Recognition

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

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/SEMC, are represented by SEIU but shall not be governed by the provisions within this MOU, except set forth specifically in Attachment VII.

02.03.00 – Bargaining Unit

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

02.04.00 – Recognition of Mutual Obligation

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

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, union affiliation, political or religious opinions or affiliations, gender identity, or any other protected characteristic under federal, state, or local law. Complaints pursuant to such issues will be handled pursuant to the County equal employment opportunity and anti-harassment policies.

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03.02.00 – Non-Discrimination of Membership

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

04.00.00 – SEMC SECURITY

04.01.00 - Representation

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

04.02.00 – Dues Deduction

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

The SEMC 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 SEMC that has the authority to bind the SEMC. The Employer shall be provided by the SEMC with a list of those who have authority to bind SEMC. The SEMC 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 SEMC will provide to the Employer an updated certified dues and other voluntary deduction(s) list, submitted by a representative of the SEMC who has the authority to bind the SEMC, 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 SEMC and not the Employer. The SEMC 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 must be directed to the SEMC and not the Employer.

04.05.00 - Indemnification

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The SEMC 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 SEMC.

04.06.00 – Refund to Employer

The SEMC 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 SEMC 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 not in the form of cash, and do not exceed a value of \$200 per employee in any given calendar year, the Employer will notify the SEMC, 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 SEMC 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. If the time changes on the day of orientation, the County will notify the Union. 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.

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 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

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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 –SEMC Non-Discrimination

The SEMC 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 SEMC 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.
- 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. All rights formerly or presently claimed by or vested by the County on the effective date of this Memorandum of Understanding and not mentioned in section 05.00.00 (Management Rights) are retained by the County unless explicitly waived by the County by Resolution or by a Memorandum of Understanding.
- 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.

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06.00.00 – SEMC RIGHTS

06.01.00 – Notification of SEMC Existence

Employer and the SEMC 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 SEMC is the certified representative for the Employees and shall notify the SEMC of such hiring.

06.02.00 – Access to Bulletin Boards

The Employer shall provide the SEMC space on County bulletin boards for posting of SEMC bulletins and other notices to its members.

06.03.00 – Reasonable Access

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

06.04.00 – Grievance Representation

Representatives of the SEMC shall have access to any Employee or Employees presenting a grievance in accordance with section 09.00.00.

06.05.00 – 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 SEMC upon request, based on the operational needs of the department, for the following reasons:

1. Attendance at meetings of disciplinary nature when presence is requested by the Employee.
2. Attendance at meetings with Management at either the Departmental or County level.
3. Attendance at New Employee Orientation.
4. Meet and confer session.
5. Attendance at meetings when requested by the Board and/or Commissions that affect wages, hours, and working conditions of Employees represented by this Memorandum of Understanding.
6. Testifying or appearing as the designated SEMC 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.

06.06.00 – SEMC Representative

In addition to their regularly assigned work, the SEMC Representatives shall be permitted reasonable time during working hours to notify the Union Business Representative of any violations of this Memorandum.

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The SEMC Representative may contact the Union Business Representatives during business hours to report grievances, violations of this Memorandum of Understanding, or safety violations.

06.07.00 – Bargaining Representation

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

06.08.00 – 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.

06.09.00 – Disciplinary Action Representation

SEMC Representatives shall be permitted to represent employees at all stages of disciplinary action. A Representative of SEMC may be present upon request during questioning of an Employee which may lead to disciplinary action against said Employee.

This section shall not infringe on any management rights set forth in section 05.01.00.

07.00.00 – EMPLOYEE RIGHTS

07.01.00 – General Provisions

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

07.02.00 – Representation Rights and Responsibilities

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

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

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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 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 the Employee's 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 performance 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 must sign and date the document.

07.06.00 – Document Rebuttal

If an Employee disagrees with the content of a document, including performance evaluations, placed in his/her 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 and Voluntary Demotion

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 name 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 Employee's current department cannot unreasonably deny a transfer request.

07.08.00 – Requests for Reassignment

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-LAYOFFS

07.09.01 - Layoffs

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Layoffs shall be within each department and persons outside the particular department shall not be affected unless they are on provisional status.

07.09.02 – Layoffs 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 (extra help) 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

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 lay-off. A copy of the notification will be submitted concurrently to the SEMC.

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 SEMC.

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

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- 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 his/her 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) above shall in no way affect the Employee's position on a reinstatement eligible list for the class from which he or she 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 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 Madera County Code 2.57.100 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. Appointment from reinstatement eligible lists shall be for a probationary period of 12 months except that an Employee appointed from such reinstatement list to a position in a class in a department from which they were laid off under the provisions of Section 7.2 of the Civil Service Rules shall not be subject to a probation period and such employee shall have the same status he or she held at the time of their layoff.
- c. Such Employees shall have an absolute right only to reappointment to vacant positions in the same class and in the same department from which they were laid off. In all other instances, they shall be certified from the reinstatement list in accordance with the Civil Service Rules and shall be subject to a new probationary period.
- d. 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 his/her name alone shall be certified.

07.12.00 – Representation of Employees

The Employer recognizes that Employees in the Service Unit may be represented by the SEMC 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, which is likely to lead to discipline, has a [right to be represented](#) by an Officer, Director or Business Representative of the SEMC.

07.12.02 – Discussion of Evaluation and Work Performance

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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 SEMC shall satisfy the requirements of this section.

08.00.00 – REST and MEAL PERIODS

08.01.00 – Rest Period

Employees shall take two (2) rest periods per work shift of fifteen (15) minutes each. One rest period before the lunch break and one rest period after the lunch break. 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

A grievance is a complaint or claim by an Employee, a group of Employees or the SEMC 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, or 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 and 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 Grievant becomes aware or should have become aware of the issue or incident giving rise to the problem.

1. The Grievant 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 Grievant 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 Grievant, the Grievant may, within

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ten (10) working days, file an appeal to the Department Head. The Department Head shall give the Grievant a written response within ten (10) working days.

3. When an issue is not within Departmental jurisdiction, the County and the SEMC may mutually agree to waive steps 1 and 2 and the Grievant 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 Grievant 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 Grievant, the Grievant 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

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 – IMPASSE PROCEDURE

10.01.00 – Impasse

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

10.02.00 – 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:

- 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.

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10.03.00 – 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.

10.04.00 – Factfinding

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.

11.00.00 – WAGES/RETIREMENT

11.01.00 – Base Wage Rate

1. The wage rates for all Employee classifications covered herein shall be as shown in the Salary Table identified as [“Represented & Department Head”](#) in Attachment VI.
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 Head Salary Table”.

11.02.00 – 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).

11.02.01 – 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 thirty-six (36) consecutive months as the basis for retirement computation [Government Code Section 7522.32 (a).].

11.02.02 – 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.

11.03.00 – 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 Employees' expense.

11.04.00 – 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 "H" step of the new range. Salary increases pursuant to this section shall be effective on the date of appointment, and in the case of promotion or reclassification, a new anniversary date shall be established.

11.05.00 – 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.

11.05.01 – Longevity Pay Schedule

The Longevity Pay Schedule is as follows:

# Of Years of Continuous Full-time, Satisfactory Service	Total 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%

11.06.00 – 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.

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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.

11.07.00 – 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.

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.

11.08.00 – Certification Incentive Pay – Water/Wastewater Worker/Water/Wastewater Operator I/II

Employees in the classifications of Water/Wastewater Worker/Water/Wastewater Operator I/II who possess a valid Wastewater Treatment Plant Operator Certificate and Water Treatment and Distribution Certifications issued by the State Water Resources Control Board, shall receive certification incentive. Certification required as a minimum qualification for the position an employee holds shall not be used to receive the monthly certification incentive. If an employee holds multiple certifications over and above the minimum certification required for their position, the certification incentive with the highest rate shall be paid as identified below plus an additional \$100 for each subsequent certification.

For example, if an employee has a Grade III Wastewater Certification and DIII and TIII certifications (and these certifications are higher than what is required for the position), they would be paid as follows: \$300 for Wastewater certification plus \$100 for DIII certification and \$100 for TIII certification for a maximum incentive paid of \$500 per pay period.

The certification incentive shall be paid as follows:

Wastewater Certification:

Grade I = \$200

Grade II = \$250

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Grade III = \$300

Grade IV = \$350

Grade V = \$400

Water Distribution Certification:

DI = \$150

DII = \$200

DIII = \$250

DIV = \$300

DV = \$350

Water Treatment Certification:

TI = \$150

TII = \$200

TIII = \$250

TIV = \$300

TV = \$350

12.00.00 – WORKDAY and WORKWEEK

12.01.00 – 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.

12.02.00 – 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 SEMC. 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 ninety (90) day periods. During the first ninety (90) day evaluation period, the County or the SEMC may terminate the schedule by a request in writing no later than fifteen (15) days prior to the end of the first ninety (90) day period.

During the second ninety (90) day evaluation period, the County may terminate the schedule at any time by notifying the SEMC in writing of the decision.

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

12.02.01 – Public Works Department 4/10 Work Schedule

1. The impacted job classifications are identified below:
 - Equipment Operator
 - Equipment Service Worker
 - Heavy Equipment Mechanic/Senior
 - Parts Assistant I/II

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- Road Worker I/II/Senior
 - Traffic Control Maintenance Worker I/II/Senior
 - Any classification that may be developed after the signing of the applicable sideletter that is determined by the Director of Public Works to be assigned to the Road Maintenance and Operations Division.
2. Employees shall be required to work four (4), ten (10) hour days (excluding mealtime) in each workweek, and during the timeframes, as specified below.
 3. Employees shall, to the extent possible, schedule planned sick leave, such as elective medical procedures, doctor/dental appointments, etc., on regularly scheduled days off.
 4. Except for extraordinary circumstances, the County agrees to provide the employee with a two (2) week notice for operational changes that will result in the employee's return to a traditional work schedule.
 5. The work schedule will have an evaluation period comprised of two 90-day periods. During the first ninety (90) day evaluation period, the County or the SEMC may terminate the schedule by a request in writing no later than fifteen (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 SEMC in writing of the decision.

Upon successful conclusion of the second 90-day evaluation period any change in the work schedule will require a meet and confer with the SEMC.

Work Period:

The 4-10 work week shall start on the closest full week on or after May 1 of every year and shall terminate on the closest full week of Oct 1 of every year. The 4-10 work week may begin earlier or be extended for individual work districts, at the discretion of Management, to enhance the operations of the department.

Workdays:

The working days will normally be Monday through Thursday, with Friday as the non-workday, but the schedule will revert back to the normal eight (8) hour days for the weeks that include Labor Day and Memorial Day holidays.

Management may assign up to two (2) employees in each Road District to work Fridays, to cover requests from the public for road repairs during normal business hours.

Work Hours:

The hours of the employees working the 4-10 work schedule shall consist of forty (40) hours within the defined work period (12:01 am, Monday through midnight Sunday) consisting of four (4), ten (10)-hour days with a scheduled one-half (1/2) hour lunch period. The normal standard working hours for the Road Maintenance Division will be from 6:00 am until 4:30 pm.

Impact to Vacation and Sick Days, and Holidays:

Employees assigned to work the 4/10 schedule will need to utilize ten (10) hours of accrued vacation or sick leave for each day of absence.

For County Holidays observed (which are the equivalent to eight (8) hours of pay), employees assigned to the work the 4/10 schedule will need to utilize two (2) hours of accrued time from the appropriate 'leave bank' (e.g., Vacation, Comp, Holiday Comp, etc.) to equate to the 10-hour workday.

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If an employee works on a Holiday, they will receive the appropriate number of holiday comp hours on the books, as well as receipt of entitled pay, consistent to provisions of the MOU.

13.00.00 – OVERTIME

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

13.01.00

Overtime work for Employees within the Service 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 by the Department Head or designee.
- b. Offers of overtime assignments shall be made on a rotating basis starting with the most senior qualified employee. When assigning overtime in the Road Division, the rotation shall begin with the most senior qualified employee in the affected District. When overtime work is required and no volunteer is available, the least senior qualified employee shall be called in such rotation.
- c. 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 County may require the utilization of accrued compensatory time by providing at least three (3) days' notice to employees.
- d. 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 the 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.
- e. 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. The County shall compensate the Employee a minimum of two (2) hours overtime compensation irrespective of the actual time worked when an Employee is called back to perform an emergency task. In the event the task exceeds two (2) hours duration, the total compensation shall be for the hours actually worked.
- f. 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.
- g. 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.

13.02.00 – 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 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

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shall be limited up to the U.S. General Services 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.

14.00.00 – STANDBY COMPENSATION

14.01.00 – 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.

14.02.00 – Standby Pay

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

15.00.00 – SHIFT DIFFERENTIAL

15.01.00 – 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.

15.02.00 – Night Duty Defined

A night shift 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.

15.03.00 – 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.

16.00.00 – PROBATIONARY PERIOD

16.01.00 – Probationary Period Timeframe

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

16.02.00 – Reinstatement after Rejection from Probation

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

16.03.00 – 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 their required probationary period, shall have the right to return to that specific

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promotional position for a period of two years from the date of release. Such Employee shall be required to satisfactorily complete the remaining portion of their probationary period.

16.04.00 – Demotion and New Probationary Period

A probationary Employee who, in the judgment of the department head is not suitable for permanent employment in the class to which they were appointed but is suitable for employment in a related lower class, may, upon the request of the department head and with approval of the Civil Service Commission, be demoted to the lower class provided a vacancy exists in such class. Upon such demotion, the employee shall begin a new probation period.

17.00.00 – PERSONAL VEHICLE USAGE and DRIVERS LICENSES

17.01.00 – Personal Vehicle Usage

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

17.02.00 – Driver's License Fees for Endorsements

The Employer shall pay the added cost of State of California driver's license fees for Employees required by the County to obtain endorsements on their driver's licenses.

18.00.00 – PROTECTIVE CLOTHING

18.01.00 – Protective Clothing or Device

Except as provided for below, if any Employee is required to wear any protective clothing or device, it shall be provided by the County.

18.02.00 – Rain Gear

The County shall provide rain gear for use by Public Works and Park Employees.

19.00.00 – UNIFORM

19.01.00 – Required Uniform

Effective with this MOU, if any Employees are required to wear uniforms, they shall be provided by the County, or the County shall provide a uniform allowance.

19.02.00 – Safety Footwear Reimbursement

Service Unit employees required to wear safety footwear will be eligible for reimbursement of up to \$100 per calendar year with the submission of a receipt.

19.03.00 – Tools Reimbursement

Employees in the following classifications shall, with the pre-approval of the department head, receive

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reimbursement for tools used to perform the essential functions of their jobs, not to exceed fifty (50%) of the purchase price or five hundred dollars (\$500.00), whichever is less in any fiscal year: Automotive Technician, Senior Automotive Technician, Heavy Equipment Mechanic, and Senior Heavy Equipment Mechanic.

20.00.00 – SAFETY

20.01.00 – Promoting the Prevention of Accidents

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

20.02.00 – Compliance with Laws and Regulations

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

20.03.00 – Safety and Health Provisions

The Employer agrees to make all reasonable provisions for safety and health of its Employees and will comply with all local, state, and federal rules and regulations.

20.04.00 – 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 corrections.

20.05.00 – No Retaliation

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

20.06.00 – 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 the County is in compliance with safety standards and laws. The Committee shall make recommendations to the Board of Supervisors.

21.00.00 – 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.

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21.01.01

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

21.01.02 – 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 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.

21.01.03 – 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.

21.02.00 – County Contribution

Except as provided by CalPERS, 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 SEMC.

21.03.00 – 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.

21.04.00 – 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.

21.05.00 – Voluntary Benefits Program

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

21.06.00 – Employee Assistance Program

Employer will contract with a licensed health care services provider for an Employee Assistance Program

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that will provide Employees and their dependents confidential Behavioral Health counseling for a total of up to 3 visits each six months.

22.00.00 – VACATION ACCRUAL

22.01.00 – Vacation Accrual

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

Years of Service	Accrual Rate
0 - 1	6.67 hours per pay period
1 - 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

22.02.00 – 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.

22.03.00 – 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.

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5. Eligible employees may cash out any combination of hours, up to the pre-designated amount in the employee's election, in March, November, or both, provided that the employee has accrued that amount of hours in the calendar year in which the election is effective. Employees may not cash out less than ten (10) hours in 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.

23.00.00 – SICK LEAVE

23.01.00 – 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.

23.02.00 – Integration of Benefits

Employees receiving State Disability Insurance, or Workers' Compensation Temporary Disability Benefits,

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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.

23.03.00 – 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.

23.04.00 – Leaves and Work-Related Injuries

Any leave of absence due to a work-related injury will not affect an Employee's salary anniversary date or calculation of service toward longevity compensation.

23.05.00 – Sick Leave Usage

Except as hereinafter provided, sick leave pay is 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.

23.06.00 – Verification of Treatment

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

23.07.00 - 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.

23.08.00 – Sick Leave Accrual

Employees in the SEMC 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

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to Service Credit pursuant to section 23.09.00 below. Upon termination, in addition to their regular compensation, Employees will be paid for their accrued sick leave balance pursuant to section 23.10.00 below.

23.09.00 – 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.

23.10.00 – 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 – Balance of 0-75 days	B – Balance of 76 to 150 days	C – Balance of 150+ days
5	10.0%	5.0%	2.0%
6	12.0%	6.0%	2.4%
7	14.0%	7.0%	2.8%
8	16.0%	8.0%	3.2%
9	18.0%	9.0%	3.8%
10	20.0%	10.0%	4.0%
11	23.0%	11.5%	4.6%
12	26.0%	13.0%	5.2%
13	29.0%	14.5%	5.8%

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14	32.0%	16.0%	6.4%
15	35.0%	17.5%	7.0%
16	38.0%	19.0%	7.6%
17	41.0%	20.5%	8.2%
18	44.0%	22.0%	8.8%
19	47.0%	23.5%	9.4%
20 and more years	50.0%	25.0%	10.0%

24.00.00 – RETURN TO WORK MEDICAL ASSESSMENT

24.01.00

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

24.02.00

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 examination.

24.03.00

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.

25.00.00 – FAMILY SICK LEAVE/PERSONAL LEAVE

25.01.00 – 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 preventive care for an Employee’s immediate family member. Immediate Family member is defined as the Employee’s spouse, child, parent, registered domestic partner, grandparent, grandchild, sibling, father or mother in-law, or designated person*. Child may include biological, adopted, foster, step, legal ward, or a child to who the Employee stands in loco parentis. The definition of child applies regardless of age or dependency status. Parent may include biological, adoptive, foster, step, legal guardian of the Employee or Employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor.

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

25.02.00 – BEREAVEMENT LEAVE

Bereavement leave, not to be charged to any leave balance, of three (3) days (twenty-four hours) will be allowed per occurrence for the death of an immediate family member. An Employee shall also be granted

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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 25.01.00.

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

25.04.00 – 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.

Procedures for Requesting Leave:

1. The Union shall submit a written request to the department head and the Department of Human

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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.

26.00.00 – HOLIDAYS

26.01.00

The following days are established as holidays for Employees of the Service 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 on January 1 of each year. Use of floating holidays may be requested and scheduled in accordance with provisions of Madera County Code Section 2.60.590.

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

26.02.00

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

Memorandum of Understanding - Service Unit

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.

27.00.00 – CLASSIFICATION REVIEWS

27.01.00 – 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.

27.02.00 - Reclassification

All Employee reclassification requests, except as provided for above, will be regularly reported to the Civil Service Commission by the Director of Human Resources and shall be processed in a timely manner.

28.00.00 – 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.

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.

29.00.00 – EXCHANGE OF INFORMATION and REOPENERS

29.01.00 – Exchange of Information

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

29.02.00 – 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 re-open negotiations to discuss proposed changes to the Drug/Alcohol Policy, Sexual Harassment/Discrimination Prevention Policy, Dress Code Policy, and other policies as needed.
3. Negotiations regarding a possible review of section 11.00.00-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.

Memorandum of Understanding - Service Unit

30.00.00 – RATIFICATION

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

31.00.00 – MISCELLANEOUS

31.01.00 – Step Placement

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

31.02.00 - 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.

31.03.00 – Direct Deposit

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

31.04.00 – 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.

31.05.00 – Temporary Assignment

When it has been determined that an Employee must perform duties of a higher level of responsibility due to an extended vacancy or absence of a superior in a higher classification, the County shall consider additional compensation for the added responsibilities. The additional compensation shall be calculated in the same manner as a promotion (pursuant to section 11.04.00).

31.06.00 – 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.

Memorandum of Understanding - Service Unit

31.07.00 – Fees for Licenses, Registrations and Certifications Required of a Class

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

32.00.00 – POLICY REVIEW

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

Attachment III – Dress Code

Attachment IV – Computer Equipment and Systems Usage Agreement

Attachment V – Catastrophic Leave Program

**Memorandum of Understanding - Service Unit
SIGNATURES:**

COUNTY OF MADERA ("COUNTY")

SERVICE UNIT ("SEMC")

Sabrina Mendez

Sabrina Mendez, Chief County Negotiator

Miguel Barragan

Miguel Barragan, Internal Organizer-SEIU

Chenecua Dixon

Chenecua Dixon, Co-Negotiator

Julie Dodd, MSW, SMIV

Julie Dodd, President-Professional Unit

Blake Chapman

Blake Chapman, Vice President-Service Unit

**Memorandum of Understanding - Service Unit
ATTACHMENT I – UNIT CLASSIFICATIONS**

Classes within the Service Unit, including their salary ranges and Overtime Designations:

Classification (On Represented & Department Heads Salary Table)	Salary Range	Overtime Designation
Automotive Technician I	7	1 1/2 eligible
Automotive Technician II	10	1 1/2 eligible
Building Maintenance Worker I	5	1 1/2 eligible
Building Maintenance Worker II	8	1 1/2 eligible
Electrician	15	1 1/2 eligible
Equipment Operator	10	1 1/2 eligible
Equipment Service Worker	5	1 1/2 eligible
Fire Master Mechanic	12	1 1/2 eligible
Grounds Maintenance Worker I	2	1 1/2 eligible
Grounds Maintenance Worker II	5	1 1/2 eligible
Heavy Equipment Mechanic	12	1 1/2 eligible
HVAC Technician	12	1 1/2 eligible
Parts Assistant I	2	1 1/2 eligible
Parts Assistant II	5	1 1/2 eligible
Road Worker I	6	1 1/2 eligible
Road Worker II	9	1 1/2 eligible
Senior Automotive Technician	12	1 1/2 eligible
Senior Building Maintenance Worker	10	1 1/2 eligible
Senior Grounds Maintenance Worker	7	1 1/2 eligible
Senior Heavy Equipment Mechanic	14	1 1/2 eligible
Senior Road Worker	12	1 1/2 eligible
Senior Traffic Control Maintenance Worker	12	1 1/2 eligible
Traffic Control Maintenance Worker I	6	1 1/2 eligible
Traffic Control Maintenance Worker II	9	1 1/2 eligible
Water/Wastewater Operator I	12	1 1/2 eligible
Water/Wastewater Operator II	15	1 1/2 eligible
Water/Wastewater Worker	10	1 1/2 eligible

**Memorandum of Understanding - Service Unit
ATTACHMENT II – UNIFORMS**

Classes eligible for uniforms pursuant to MOU Section 19.01.00

Automotive Technician I
Automotive Technician II
Building Maintenance Worker I
Building Maintenance Worker II
Electrician
Equipment Operator
Equipment Service Worker
Fire Master Mechanic
Grounds Maintenance Worker I
Grounds Maintenance Worker II
Heavy Equipment Mechanic
HVAC Technician
Parts Assistant I
Parts Assistant II
Road Worker I
Road Worker II
Senior Automotive Technician
Senior Building Maintenance Worker
Senior Grounds Maintenance Worker
Senior Heavy Equipment Mechanic
Senior Road Worker
Senior Traffic Control Maintenance Worker
Traffic Control Maintenance Worker I
Traffic Control Maintenance Worker II
Water/Wastewater Operator I
Water/Wastewater Operator II
Water Wastewater Worker

Memorandum of Understanding - Service Unit

ATTACHMENT III – COUNTY OF MADERA DRESS CODE

It is important that all employees recognize that they must represent to the public and to other agencies the professional standard and image of the Department for whom they work and be aware of the need to present a neat, well-groomed, and professional image to the public we serve, whenever possible.

Memorandum of Understanding - Service Unit
ATTACHMENT IV – 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;
 - 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.

Memorandum of Understanding - Service Unit

- 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 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 - Service Unit
ATTACHMENT V – 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.

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.

Memorandum of Understanding - Service Unit

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.

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.

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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 - Service 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 - Service 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 - Service Unit
ATTACHMENT VI – SALARY TABLE – REPRESENTED & DEPARTMENT HEAD

Memorandum of Understanding - Service Unit
ATTACHMENT VII – TEMPORARY/EXTRA HELP EMPLOYEES

This Memorandum of Understanding (MOU) between the County of Madera (“County”) and the SEIU Local 521 on behalf of the Service Employees of Madera County (“SEMC”), 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, SEMC 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 Service Unit MOU between the County and SEMC apply to temporary employees temporarily filling classifications within the Service 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 – SEMC Security (excluding Section 04.08.00)
- Section 05.00.00 – Management Rights
- Section 06.00.00 – SEMC Rights (excluding Section 06.04.00 through 06.07.00 & 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 14.00.00 – Standby Compensation
- Section 15.00.00 – Shift Differential
- Section 17.00.00 – Personal Vehicle Usage & Drivers Licenses
- Section 18.00.00 – Protective Clothing
- Section 19.00.00 – Uniform
- Section 21.00.00 – Safety
- Section 28.00.00 – Savings Clause
- Section 31.00.00 – Miscellaneous (excluding Section 31.01.00, 31.05.00, & 31.07.00)

Attachment VII: 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 Service Unit.

Attachment VII: 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 VII: Work Assignments

Where practicable, employees shall be assigned regularly scheduled starting and quitting times. SEMC 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 VII: 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).

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Attachment VII: 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.

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 VII: 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 VII: 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 VII: At Will Employment Status

The County and SEMC 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.