

**Memorandum of Understanding
By and Between
County of Madera
and the
Madera County Probation Administrator's Association
(Probation Administrator's Unit)**

July 1, 2025 – June 30, 2027

Memorandum of Understanding – Probation Administrator’s MOU

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CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1.1 – INTRODUCTION

A. Term

This Memorandum of Understanding (Memorandum), made and entered into this 8th day of September 2025 by and between the County of Madera ("County") and the Madera County Administrators Association ("Association"), for and on behalf of the Employees hereinafter identified. Upon adoption by the Board of Supervisors of Madera County, the Memorandum will become binding between the County and the Association.

B. Extension of Term

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 2027.

C. Scope of Agreement

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 Agreement or unless mutually agreed to by both parties. Neither party is obligated to agree to reopen this contract except as stated herein, and any agreement to reopen this contract must be signed in writing by the parties.

ARTICLE 1.2 – RECOGNITION

A. Association Recognition

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

B. Unit Classification

The classifications, including their referenced salary ranges and overtime designations, of this Unit are listed in the table below.

<i>Classification (On Peace Officer & Related Classifications Salary Table)</i>	<i>Salary Range</i>	<i>Overtime Designation</i>
Deputy Chief Probation Officer	22	Exempt-ML
Probation Division Manager	19	Exempt-ML
Youth Correctional Lieutenant	18	Exempt-ML

C. Mutual Obligation

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

D. Association Representation

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

E. Association Discrimination

The Association 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.

F. Definitions

1. Employer

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

2. Association

The term "Association" as used herein shall refer to the Madera County Probation Administrator’s Association.

3. Employee

The term "Employee" as used herein shall mean any person in the Classified Service employed by the County who is occupying a permanent position, within the Probation Administrator’s Unit as established under the provisions of Madera County Code Chapters 2.60 and 2.63.

4. Appointing Authority

The term “Appointing Authority” as used herein shall mean the group or person having the lawful power to make appointments or to remove persons from positions in the County service. For the purposes of this Memorandum, the term “Appointing Authority” shall be synonymous with the term “department head”.

ARTICLE 1.3 – EQUAL EMPLOYMENT OPPORTUNITY

A. Non-Discrimination

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

B. Non-Discrimination of Membership

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

ARTICLE 1.4 – EXISTING POLICIES, SEVERABILITY AND REOPENERS

A. Existing Laws, Regulations and Policies

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

B. County Policies

The parties agree that the obligation to meet and confer has been met regarding the following:

[Catastrophic Leave Program](#)

[Computer and Systems Usage Agreement](#)

C. Severability

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

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.

D. Openers During Term of Agreement

1. It is agreed by both parties to reopen negotiations to discuss proposed changes to the Drug/Alcohol Policy, Sexual Harassment/Discrimination Policy, Dress Code Policy, and other policies as needed.
2. It is agreed by both parties to reopen negotiations to discuss the possible modification of health and welfare benefits and modifications applicable to the health and welfare benefit vesting schedules for County retirees consistent with future legislation.
3. Negotiations regarding a possible review of Article 4.1-Salary may be reopened by mutual agreement of the Parties once per fiscal year in the month of October during the term of this Memorandum.

E. Exchange of Information

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

F. Ratification

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

CHAPTER 2: UNIT RIGHTS

ARTICLE 2.1 – AGREEMENT

A. General Provisions

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

ARTICLE 2.2 – NOTIFICATION

A. 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.

B. Scope of Representation

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

C. Notification of Unit Existence

The Employer shall notify each new Employee of the existence of the Association.

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

ARTICLE 2.3 – EMPLOYEE REPRESENTATIVES

A. In General

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

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The Association may select one (1) Employee representative and one alternate representative for each department, not to exceed a total of four (4), where Employees covered by this Memorandum are normally assigned.

B. Access to Bulletin Boards

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

C. Grievance Representation

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

Employees are authorized to contact an officer of the Association during working hours to report a grievance or violation of this Memorandum. The Employee may contact the Association officer during business hours to report grievances, violations of this MOU or safety violations.

D. Disciplinary Action Representative

Any Employee has the right to have an Association Representative represent him or her at all stages of disciplinary action. A Representative of the Association 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 Article 3.1.

E. Association Representative

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

F. Bargaining Representation

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

G. Representation Rights and Responsibilities

All Employees in the Probation Administrator’s Unit shall be allowed, subject to lawful limitations as may be prescribed in the Association’s by-laws, full voice, vote, and influence on positions and proposals of the Association.

H. Release Time

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

1. Attendance at meetings of disciplinary nature when presence is requested by the Employee.

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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 Association representative in conferences, hearing, or proceedings before the Public Employment Relations Board or agents thereof or in matters before the Civil Service Commission or Board of Supervisors.

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

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

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

ARTICLE 2.4 – UNION DUES

A. Dues Deduction

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

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

B. Certification

The changes in the Association membership dues shall be certified to the Employer at least one (1) pay period in advance of the effective date of such changes and the Employer shall have no responsibility for the collecting of fees, assessments, or other deductions unless such deductions are certified to the Employer as prescribed at least thirty (30) days in advance of the payday upon which such deduction is to be made.

C. Indemnification

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

D. Refund to Employer

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

CHAPTER 3: COUNTY RIGHTS

ARTICLE 3.1 – MANAGEMENT RIGHTS

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

1. To hire, promote, transfer, assign, classify positions, retain Employees, and to suspend, demote, discharge, or take other disciplinary action against Employees.
2. To lay off or demote Employees from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.
3. To determine the policies, standards, procedures, methods, means and personnel by which County operations are to be conducted.
4. To take whatever actions may be necessary to carry out the mission of the County in situations of emergency.
5. All rights formerly or presently claimed by or vested in the County on the effective date of this Memorandum of Understanding and not otherwise mentioned in Article 3.1 are retained by the County unless explicitly waived by the County by Resolution or by a Memorandum of Understanding.
6. To limit or prohibit the right of Employees in certain positions or classes of positions from forming, joining, or participating in employee organizations as provided by the California Government Code, and designating such employees in the current Schedule of Departments and Authorized Positions adopted by resolution.
7. 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.

CHAPTER 4: WAGES

ARTICLE 4.1 – SALARY

A. Base Wage Rate

1. The wage rates for all Employee classifications covered herein shall be as shown in the Salary Table identified as "[Peace Officer Related Classifications](#)".

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2. Shift differential pay, longevity pay, assignment pay, and all other incentives required to be paid under this MOU, will be separately calculated based solely on the Employee’s base rate of pay. This section shall be effective for new employees upon ratification of the MOU.

B. Payroll

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

C. Direct Deposit

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

D. Pay Card

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

ARTICLE 4.2 – SPECIFIED WAGE ADJUSTMENTS

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

Any Employee 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 compensated 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 a promotion or reclassification, a new anniversary date shall be established.

1. Working Out-of-Class (WOC)

Effective April 2020, when an employee is temporarily assigned to perform all of the duties of a higher paid classification, the employee will receive special compensation for the difference in pay between their regular classification and the higher classification. The amount of pay an employee receives for work in the higher classification shall be in accordance with the terms of subdivision A above. Special compensation for working out-of-class is pensionable only for Classic CalPERS members. An employee’s eligibility for overtime and leave accrual shall be pursuant to their regular classification.

All requests for working out-of-class shall be submitted to the Director of Human Resources for authorization or denial. To qualify for the additional compensation, an employee must meet the minimum qualifications of the position in which they are working out-of-class.

The additional compensation will begin on the 15th consecutive regularly scheduled working day of such assignment, unless the Employer has knowledge that it will be an extended

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vacancy/absence (more than fifteen (15) days), in which case the acting pay differential shall commence immediately upon assignment.

B. Supplemental Pay for Additional Duties

When it has been determined an Employee must perform some of the 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. Additional compensation for supplemental pay is not pensionable. Supplemental pay for additional duties shall be approved by the Board of Supervisors.

C. Bilingual Pay

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

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

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

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

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

D. Rangemaster Assignment

Employees assigned as Rangemaster will be compensated, during the period of assignment, with a two and one-half percent (2.5%) differential, calculated solely from the base rate of pay. There shall be no maximum number of set employees assigned for the Probation Department; however, all assignments shall be based on operational need.

E. Public Information Team (PIT) Incentive Pay

Effective November 1, 2017, 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.

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

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

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

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

F. Overpayment/Underpayment of Wages

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

ARTICLE 4.3 – CLASSIFICATION STUDIES

A. Classification Specifications

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

B. Classification Reviews

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

C. 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.

ARTICLE 4.4 – PROBATIONARY PERIOD

A. Probationary Period Timeframe

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

B. Reinstatement after Rejection from Probation

Any employee rejected during the 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.

C. Right to Return to Promotional Position

A promotional probationary employee who is returned to their former position due to another employee's failure to complete their required probationary period, shall have the right to return to that specific promotional position for a period of two (2) years from the date of release. Such employee shall be required to satisfactorily complete the remaining portion of their probationary period.

D. Step Placement

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

CHAPTER 5: FRINGE BENEFITS

ARTICLE 5.1 – HEALTH AND WELFARE

A. Plan Contribution

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

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

B. 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.

C. County Contribution

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

D. 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

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dollars (\$100) per pay period into a deferred compensation account in lieu of participation in the County health benefit program.

ARTICLE 5.2 – FLEXIBLE BENEFITS

A. Flexible Spending Account

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

B. Life Insurance

The County agrees to provide employees in the unit with a \$50,000.00 paid life insurance policy.

C. Group Life Insurance and Long-Term Disability

The County will continue to provide group life insurance and long-term disability insurance programs funded by participating Employees.

ARTICLE 5.3 – EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 5.4 – RETIREMENT

A. CalPERS “Classic Members” Retirement Benefit Formula

The Employer agrees to maintain the CalPERS 3%@55 local safety retirement formula for all Employees hired and/or employed as of December 31, 2012. This retirement formula will also apply to those Employees who are hired on or after January 1, 2013, and who are defined as “classic members” pursuant to the California Public Employee Pension Reform Act (Act). In addition, the Employer agrees to maintain the single highest year basis for retirement computation pursuant to Government Code Section 20042.

B. CalPERS “New Employees” Retirement Benefit Formula

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

C. Employee Retirement Contribution Rates

1. Classic Members

Classic members shall continue paying the full 9% employee contribution for the 3%@55 local safety retirement formula. There is no provision for an Employer paid member contribution.

2. New Employees

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Employees shall continue paying 50% of the normal cost as determined by CalPERS for the 2.7%@57 local safety retirement formula. There is no provision for an Employer paid member contribution.

D. Military Credit

The Employer agrees to maintain the current Local Safety contract provision with the Public Employees’ Retirement System (PERS) to provide an option for Employees to purchase military service credit at the Employee’s expense.

ARTICLE 5.5 – SPECIAL COMPENSATION

A. Longevity Pay

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

B. Longevity Pay Schedule

The Longevity Pay Schedule is as follows:

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

ARTICLE 5.6 – STATE DISABILITY INSURANCE

The Employer will continue State Disability Insurance Program, funded solely by employee payroll reductions.

ARTICLE 5.7 – SICK LEAVE

A. Sick Leave Accrual

Employees in the Probation Administrator’s Unit shall be allowed one day (8 hours) sick leave credit for each pay period of continuous full-time service, with unlimited accrual. Upon retirement, accrued sick leave shall be converted to service credit pursuant to Section G below. Upon termination, in addition to their regular compensation, Employees will be paid for their accrued sick leave balances pursuant to Section H below.

B. Sick Leave Accrual during Leave Without Pay

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

C. Crediting Sick Leave

Sick leave accrued for each pay period of service shall be credited to an Employees cumulative sick leave balance and is eligible for utilization on the first day of the following pay period.

D. Sick Leave Usage

Except as hereinafter provided, sick leave pay is granted only by the appointing authority and only in cases of:

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

E. Verification of Treatment

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

F. Exceptions

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

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

G. 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 payoff provision outlined in their respective MOU.

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

Unused accrued sick leave at the time retirement is to be converted to sick leave credit at the rate of 0.004 years of service credit for each day (eight (8) hours) of unused sick leave (i.e., 250 (eight (8) hour

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days, or 2,000 hours, of sick 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 payoff provision outlined in their respective MOU.

H. Sick Leave Payout at Employee Separation

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

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

I. Integration of Benefits

Employees receiving State Disability Insurance or Workers' Compensation Temporary Disability Benefits, and/or Social Security Disability benefits may elect to integrate leave benefits (sick leave, vacation, overtime, holiday compensation) and will be charged the equivalent time off, to the nearest quarter (1/4) hour, to have their gross monthly salary when added to these benefits to equal the employee's gross salary when not receiving such benefits, for each day of disability payment until leave balances are exhausted.

J. Use of Sick Leave during Probationary Period

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

ARTICLE 5.8 – VACATION LEAVE

A. Vacation Accrual

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

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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

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

B. Vacation Accrual While on a Leave Without Pay

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

C. Crediting Vacation Accruals

Vacation accrued for each pay period of service shall be credited to an Employees cumulative vacation balance and is eligible for utilization on the first day of the following pay period.

D. Usage of Vacation When Over the Vacation Cap

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

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

The County’s long-standing practice of allowing employees who are at the 360-hour cap to earn vacation hours and utilize them in the next succeeding pay period shall be reinstated only where an employee’s vacation balance decreases to or is at the 360-hour cap.

E. Vacation Cash Out Program

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

The County has identified a way to ensure compliance with the IRS requirements and mitigate the potential tax consequences to employees while continuing to make the cash out benefit available. The IRS provides an exception to the doctrine of constructive receipt where a taxpayer makes an agreement to defer income before it is earned. The IRS has found that in such agreements in which

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an employee makes an irrevocable election in advance of the year in which they would be eligible to cash out leave accrued in that year may exempt the amount eligible to be cashed out from annual gross income.

1. Employees may be eligible to cash out up to eighty (80) hours of accrued vacation per calendar year.
2. Eligible employees can cash out accrued vacation hours up to two (2) times per year. The established cash out pay periods are in March and November of each calendar year.
3. In order to cash out vacation hours under this section, employees must complete an irrevocable election pre-designating the number of accrued vacation hours (up to eighty (80)) the employee will cash out in the two cash out pay periods in the following calendar year. Only hours accrued in the calendar year following the date of the election will be eligible for cash out.
4. Any vacation hours accrued in previous calendar years, and vacation hours accrued in the present calendar year which have not previously been designated for cash out pursuant to an election, shall remain in the employee’s vacation bank and are not eligible for cash out.
5. Eligible employees may cash out any combination of hours, up to the pre-designated amount in the employee’s election, in March, November, or both, provided that the employee has accrued that amount of hours in the calendar year in which the election is effective. Employees may not cash out less than ten (10) hours in 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 form, 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

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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 employee’s vacation bank that are not cashed out pursuant to this section shall be available for leave usage and/or for pay put upon separation from employment.

ARTICLE 5.9 – MANAGEMENT LEAVE

Employees within the Probation Administrator’s Unit shall receive 80 hours per fiscal year of paid management leave which may be taken, with approval of the department head, separate from or in conjunction with other established leave balances. Management leave shall be separate and distinct from accrued vacation and shall not be accumulated from one fiscal year to the next or paid out at termination.

For purposes of this section only, the fiscal year shall begin with the pay period that begins June 21st and ends June 20th of each calendar year.

ARTICLE 5.10 – HOLIDAYS

The following days are established as holidays for Employees of the Probation Administrator’s Unit:

- New Year’s Day, January 1
- Martin Luther King, Jr. Day, the third Monday in January
- Presidents’ Day, the third Monday in February
- Memorial Day, the last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, the first Monday in September
- Veteran’s Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- 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 for Employees in probationary/permanent status as follows: two (2) floating holidays on January 1 of each year. Use of the floating holidays may be requested and scheduled for any day of the year 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 California or President of the United States shall be a paid holiday.

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

ARTICLE 5.11 – LEAVE WITH PAY

A. Special Leave with Pay

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

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

B. Personal Leave with Pay

An Employee may be granted personal leave with pay, not to exceed twenty-four (24) hours in a calendar year to be charged to sick leave if the sick leave balance does not fall below eighty (80) hours with the personal leave usage; otherwise, the personal leave will be charged to vacation. No less than four (4) hours of leave shall be granted at any one time, except in cases of emergency. No request for personal leave will be denied by the Department unless the absence will cause an adverse impact upon the functioning of the Department.

ARTICLE 5.12 – BEREAVEMENT LEAVE

Employees will be entitled to three (3) days (twenty-four hours) paid Bereavement Leave not to be charged to any personal balance per occurrence for the death of an immediate family member. An Employee shall be granted special leave with pay not to exceed a total of fifty-six (56) hours in any one calendar year to be charged to any available leave in the event of an immediate family member’s death. "Immediate family" is defined as spouse, registered domestic partner, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, and father and mother in-law. Child may include biological, adopted, foster, step, legal ward, or a child to whom the Employee stands in loco parentis. The definition of child applies regardless of age or dependency status. Parent may include biological, adoptive, foster, step, legal guardian of the Employee or Employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor.

When requesting to utilize sick leave related to the death of a family member, the definition of immediate family member is outlined in Article 5.11 (A).

CHAPTER 6: TERMS AND CONDITIONS

ARTICLE 6.1 – HOURS OF WORK

A. Workweek and Working Hours

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

B. Alternate Work Schedule

A work schedule which pertains to a 4/10 workweek; “Quiet Time”; “Flex Time” or other variation may be implemented for the Probation Administrators Unit upon recommendation of the Department Head and approval of the Board of Supervisors. The Board of Supervisors will review such recommendation as to how it will serve the best interest of the County.

If the proposal is approved by the Board, a side letter agreement will be signed, and the work schedule pattern will have an evaluation period comprised of two 90-day periods. During the first ninety (90) day evaluation period, the County or the Association may terminate the schedule by a request in writing no later than 15 days prior to the end of the first 90-day period.

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

Upon the successful conclusion of the second 90-day evaluation period any change in the work schedule pattern will require the County to meet and confer with the Association. The assignment of individual employees to a given alternate work schedule as established is not a subject of meet and confer. Individual employees have no vested right to any specific schedule as a result of establishing alternate work schedules, except as may be provided for by the mutual agreement above.

ARTICLE 6.2 – REST AND MEAL PERIODS

A. Rest Periods

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

B. Meal Periods

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

ARTICLE 6.3 – REIMBURSEMENTS AND PROVIDED EQUIPMENT

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A. 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 reasonable out-of-pocket expenses for all meals incurred until such time as the Employee is allowed to go home. The three (3) hour overtime requirement shall be waived in cases of emergency call out. Reimbursement of out-of-pocket expenses for meals shall be limited up to the [U.S. General Services Administration’s Meals & Incidentals rates](#) of \$17.00 for breakfast, \$18.00 for lunch and \$31.00 for dinner per Employee. Receipts are required for reimbursement of out-of-pocket expenses.

B. Personal Vehicle Usage

No Employee in the Probation Administrator’s 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 the 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.

C. Uniform Allowance

Full-time Employees assigned to a position used for mandatory coverage of a 24-hour operation shall receive a uniform allowance of \$60.00 per pay period.

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

ARTICLE 6.4 – SAFETY

A. Promoting the Prevention of Accidents

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

B. Compliance with Laws and Regulations

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

C. Safety and Health Provisions

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

D. Safety and Health Hazards

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

E. No Retaliation

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

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F. Arming of Probation Officers

Employees within the Probation Administrator’s Unit may elect to be assigned a firearm, as a self-defense weapon, following the policy and guidelines set forth by the Probation Department.

G. Safety Review Committee

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

ARTICLE 6.5 – EMPLOYEE FILES

A. Department of Human Resources’ Files

The Department of Human Resources shall keep such records, in compliance with applicable laws, as are necessary for transactions and reference and for making reports showing administrative actions, including records of all examinations; eligible lists; records and files of employment history of each Employee; history of each position; and correspondence. The Department of Human Resources shall designate a human resources information system (HRIS) to track and maintain the vacation, sick leave, and other accrual leaves for County employees. The HRIS shall be the system of record for all vacation, sick leave, and other accrual leaves of County employees.

B. Auditor-Controller’s Office Files

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

C. Confidential Nature of Personnel Records

All official personnel records/files shall be considered to be of a confidential nature pursuant to Penal Code section 832.7 and shall only be disclosed to the Employee, the Employee’s appointing authority or designee for legitimate employment purposes, County Counsel, the Employee’s representative, with written authorization from the Employee, or as otherwise permitted or required by Penal Code 832.7.

D. 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:

1. Employee is given notice.
2. Employee is given a copy of the document.
3. Employee is given an opportunity to review and comment thereon.
4. Document shall comply with Section 3305 of the Government Code.

E. Document Rebuttal

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If an Employee disagrees with the content of a document, including performance evaluations, placed in their personnel file, it shall be the right of the Employee to submit a written response to the Director of Human Resources to be attached to the document in question and included in the file. Performance evaluations may be responded to in writing by Unit members. The written response will be attached to the evaluation and be placed in the Employee’s personnel file.

F. Employee’s Medical Records

The County shall not disclose, or knowingly permit its Employees or agents to use or disclose medical information which the County possesses pertaining to its Employee without the employee having first signed an authorization pertaining to such disclosure, except as follows:

1. The information may be disclosed if the disclosure is compelled by judicial or administrative process or by any other specific provision of law.
2. That part of the information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the County and Employee are parties and in which the Employee has placed in issue their medical history, mental or physical condition, or treatment may be used or disclosed in connection with that proceeding.
3. For the purpose of administering and maintaining Employee benefit plans, including health care plans and plans providing short-term and long-term disability income, workers' compensation and determining eligibility for paid and unpaid leave from work for medical reasons.

ARTICLE 6.6 – EMPLOYEE TRANSFERS

A. Transfers and Voluntary Demotions

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

B. Requests for Reinstatement

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

CHAPTER 7: PROCEDURES

ARTICLE 7.1 – GRIEVANCE PROCEDURES

A. Grievance Definition

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A grievance is a complaint or claim by an Employee, a group of Employees or the Association of a violation of this Agreement, or other terms or conditions of employment, a claimed violation of established rules or past practices.

B. Adjustment Procedure

Any Employee having any grievance 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.
2. If the immediate supervisor’s response is not satisfactory to the Grievant, the Grievant may, within five (5) 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. The County and the Association may mutually agree to waive steps 1 and 2 and proceed directly to use of the Grievance Advisory Committee when an issue is not within Departmental jurisdiction.
4. If the Department Head’s response is not satisfactory to the Grievant, the Grievant may, within five (5) working days, file an appeal to the Director of Human Resources requesting a hearing before the Grievance Advisory Committee (Committee).
 - a. The Committee shall be comprised of one (1) representative selected by the Grievant, one (1) representative selected by the Department Head, and one (1) member of the Civil Service Commission (Commission), selected by the President of the Commission, who shall serve as Chairman. No member of the Committee selected by the Grievant and Department Head shall be from the Department of the Grievant or have direct involvement in the grievance in question.
 - b. The Committee shall be convened within twenty (20) working days to hear the grievance.
 - c. The Committee shall render a recommendation within ten (10) working days of the hearing.
 - d. The recommendation of the Committee shall be submitted to the Commission for its review and decision. Should the Commission not accept the findings or recommendation(s) of the Committee, a hearing date may be set to review the case. The decision of the Commission shall be final.

C. Timeline Limits

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

ARTICLE 7.2 – IMPASSE PROCEDURES

A. Definition of Impasse

"Impasse" means that the Representatives of the County and the Association have reached a point in their meeting and conferring in good faith to establish a successor Memorandum of Understanding where their differences on matters to be included in such a Memorandum of Understanding and

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concerning which they are required to meet and confer, remain so substantial that further meeting and conferring would be futile.

B. Initiation of Impasse Procedures

If the meet and confer process has reached impasse, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled normally within five (5) working days by the County. The purpose of such an impasse meeting shall be:

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

C. Mediation

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

D. Fact-Finding

If 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.

ARTICLE 7.3 – REDUCTION IN FORCE

A. Layoffs

Layoffs shall be within each department.

B. 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 status.

C. Provisionals First

Provisionals shall be laid off first.

D. Layoff 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. Those with the least service will be laid off first.

E. Breaking Ties

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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:

1. Employee with the greatest seniority in the class, or the higher class in the department.
2. Employee with the greatest seniority in the class County-wide.
3. Employee with the greatest seniority within the department.
4. Employee with the greatest seniority County-wide.

F. 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 Association.

G. 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 Association.

H. Voluntary Layoff

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

I. Layoff Severance

1. Accrued Vacation Leave:
Vacation pay accrued shall be distributed immediately to the employee upon termination by involuntary layoff. The laid off employee may elect to maintain their vacation balance during the two (2) year reinstatement period following the date of layoff. If, at the end of the two (2) year reinstatement period, reinstatement has not been offered, payment for the vacation balance will be calculated at the hourly rate of pay at the time of layoff.
2. Accrued Sick Leave:
Sick leave pay accrued shall be distributed immediately to the employee upon termination. An employee involuntarily laid off may elect to maintain their sick leave balance during the two (2) year reinstatement period following the date of layoff. If at the end of the two (2) year reinstatement period, reinstatement has not been offered, payment for the unused sick leave eligible for payment will be calculated at the hourly rate of pay at time of layoff pursuant to Article 5.7 (H).

J. Use of Management Leave

Upon notification of layoff, the affected employees will be given an opportunity to use any unused management leave prior to the effective date of layoff.

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K. Retirement Pay After Layoff

Retirement pay accrued shall be distributed to the employee in accordance with existing Madera County, State of California, and federal laws, upon termination by layoff.

L. Demotion in Lieu of or After Layoff

Employees electing demotion in lieu of or after layoff will be subject to the following:

1. 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.
2. An Employee who has been laid off may be placed on a reinstatement eligible list for a lower class in the same series of classes at their request. Their name shall be placed on such list after names of Employees laid off from positions in that class.
3. Demotions and appointments resulting from (1) and (2) above shall in no way affect the Employee’s position on a reinstatement eligible list for the class from which he was laid off.

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

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

N. Reinstatement After Layoff

Employees laid off will be subject to the following:

1. Employees laid off in accordance with Madera County Code Section 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 (2) years.
2. 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 Rule 7.2 of the Civil Service Rules shall not be subject to a probationary period and such employee shall have the same status he held at the time of his layoff.
3. 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 Services Rules and shall be subject to a new probationary period.
4. If an Employee whose name is on the reinstatement eligible list has been involuntarily laid off from a position in the class and in the department for which certification is requested their name alone shall be certified.

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ARTICLE 7.4 – DISCIPLINARY ACTION

A. Representation of Employees

The Employer recognizes that Employees in the Probation Administrator’s Unit may be represented by the Association in their employer-employee relationship with the County.

B. Investigations

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

C. Discussion of Evaluation and Work Performance

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

D. Responsible Representative

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

E. Employee Discipline

Consistent with section 541.602 of Title 29 of the Federal Code of Regulations (the Fair Labor Standards Act Regulations), the County may suspend overtime-exempt Employees without pay for one or more full days based on infractions of written workplace policies.

ARTICLE 7.5 – CIVIL SERVICE CHANGES

A. Job Abandonment

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

B. Termination for Cause

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

ARTICLE 7.6 – COMPLIANCE WITH MEMORANDUM OF UNDERSTANDING

A. Violation of Agreement Terms

In the event of any violation of the terms of this Memorandum of Understanding, responsible and authorized representatives of the Association or the Employer, or any individual Department Head, as the case may be, shall promptly take such affirmative action as is within their power to correct and

Memorandum of Understanding – Probation Administrator’s MOU

terminate such violation for the purpose of bringing about compliance with the terms of this Memorandum of Understanding. Individuals acting or conducting themselves in violation of the terms of this Memorandum of Understanding may be subject to discipline, up to and including discharge.

The Employer shall enforce the terms of this Memorandum of Understanding on the part of its supervisory personnel; the Association shall enforce the terms of this Memorandum of Understanding on the part of its members.

B. Interpretation of Agreement

A dispute or difference of opinion concerning the enforcement of this Memorandum of Understanding by the Employer or the Association, shall first be presented in writing to the other party in an attempt to settle the matter.

Memorandum of Understanding – Probation Administrator’s MOU

Signature:

County of Madera ("County")

Sabrina Mendez

Sabrina Mendez, Chief County Negotiator

Chenecua Dixon

Chenecua Dixon (Sep 8, 2025 08:55:37 PDT)

Chenecua Dixon, Director of Human Resources

Madera County Probation Administrator’s Association ("Association")

Sandra Mendez

Sandra Mendez, President












MEMORANDUM OF UNDERSTANDING

Final Audit Report

2025-09-08

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By:	Sabrina Mendez (Sabrina.Mendez@maderacounty.com)
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