

Memorandum of Understanding

By and Between

County of Madera

and the

**American Federation of State, County and Municipal
Employees/Madera County Employee's Association**

July 1, 2021 – June 30, 2024

Memorandum of Understanding - Clerical & Technical Units

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CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1.1 – INTRODUCTION

A. Preamble

This Memorandum of Understanding (MOU), made and entered into this 21st day of June, by and between the County of Madera (“County”) and the American Federation of State, County and Municipal Employees/Madera County Employees’ Association (“AFSCME/MCEA”), for and on behalf of the Employees hereinafter identified. Upon adoption by the Board of Supervisors of Madera County, the MOU will become binding between the County and AFSCME/MCEA.

B. Term

Except as otherwise provided herein, this MOU 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 2024.

C. Mutual Agreement Needed to Extend

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

D. Scope of Agreement

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

ARTICLE 1.2 – RECOGNITION

A. AFSCME/MCEA 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, AFSCME/MCEA is recognized as the certified Employee organization having the exclusive right to meet and confer for all Employees within classifications designated as Clerical or Technical.

B. Bargaining Unit Representation

AFSCME/MCEA 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, AFSCME/MCEA is obligated to represent all Employees covered by the MOU as required by law.

C. Unit Classifications

The classifications in these Units are listed in Attachment I.

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D. Mutual Obligation

AFSCME/MCEA and the 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 agreement.

E. Definitions

1. Employer

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

2. AFSCME/MCEA

The term "AFSCME/MCEA" as used herein shall refer to the American Federation of State, County and Municipal Employees/Madera County Employees' Association, Local 2703.

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 Clerical/Technical Unit as established under the provisions of Madera County Code 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.

ARTICLE 1.3 – EQUAL EMPLOYMENT OPPORTUNITY

A. Non-Discrimination

The parties to this MOU 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.

B. 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 AFSCME/MCEA.

ARTICLE 1.4 – EXISTING POLICIES, SEVERABILITY AND REOPENERS

A. Existing Laws, Regulations and Policies

This MOU 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.

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B. County Policies

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

1. [Computer Equipment and Systems Usage Agreement](#)
2. [Dress Code](#)
3. Behavioral Health Ethical Code of Conduct
4. [Catastrophic Leave Program](#)
5. Intent to fingerprint and conduct criminal record check on employees likely to have routine contact with children or employees likely to have access to criminal offender record information.

C. Finger Printing/Criminal Record Checks

In order to be compliant with [Title 11, Division 1, Chapter 18 and Article 4](#) of the California Code of Regulations with regard to fingerprinting/criminal record checks for those Employees who work with an Electronic Recording Delivery System, the parties, having met and conferred, agree to the following:

1. Pursuant to Section 999.121 of Title 11 referenced above, current Employees within the County Clerk-Recorder's Office, who access, or have the potential to access, an Electronic Recording Delivery System (ERDS), must undergo and submit to a California Department of Justice (DOJ) level fingerprint Live Scan to determine if they have state and/or federal convictions.
2. It is understood that if state or federal criminal records contain a conviction of a felony, or a misdemeanor related to theft, fraud, a crime of moral turpitude or a pending criminal charge of any of these crimes, the current Employee shall not have access to an ERDS.
3. For a current Employee who has a criminal record that otherwise prevents them from accessing the ERDS, the County agrees that each situation will be looked upon on a case-by-case basis to determine the following:
 - a. If the current Employee can be transferred to another assignment within the County Clerk-Recorder's Office; or
 - b. If the current Employee can be transferred to another department within the County; or
 - c. If the County Clerk-Recorder, as the appointing authority, is required to proceed with termination of the Employee
4. The Bargaining Units' Business Agent shall be notified if any employee has a criminal record as identified by the DOJ fingerprint Live Scan.
5. There shall be no automatic termination of a current Employee who has a Live Scan result showing a criminal record. The merits of each situation will be evaluated individually to determine if termination is warranted.
6. Should an Employee be terminated as a result of the criminal record, they shall retain all rights afforded to public sector Employees pursuant to *Skelly v. State Personnel Board (1975) 15 Cal.3d 194*.

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D. Severability

The provisions of this MOU are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this MOU 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 MOU, but they shall remain in effect, it being the intent of the parties that this MOU shall stand.

Should any portion of this MOU to 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.

E. Openers During Term of Agreement

1. It is agreed by both parties to reopen negotiations to discuss the possible modification to changes in the Retiree Health Insurance contract with CalPERS.
2. During the term of this agreement, the County may reopen Article 5.1 one time only to negotiate possible changes to the existing medical insurance programs, medical insurance plans and/or cost sharing formulas for the medical insurance benefits provided to employees with the goal of reducing overall medical insurance costs/expenses for both the County and Employees. If the parties cannot agree on changes to the existing medical insurance programs, medical insurance plans and/or cost sharing formulas during the reopener, there shall be no changes to medical insurance programs, medical insurance plans or cost sharing formulas.
3. Negotiations regarding a 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 MOU.

F. Exchange of Information

The Employer and AFSCME/MCEA agree to promptly exchange all public information and documents regarding wages, hours, and working conditions affecting the Employees of the Clerical and Technical Units.

G. Ratification

Nothing contained in this MOU shall be deemed binding on either the Employer or AFSCME/MCEA following signing of this MOU by the respective parties until it has been ratified by AFSCME/MCEA'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 MOU by AFSCME/MCEA shall not be deemed a waiver of any AFSCME/MCEA or Employee right unless the right is clearly or explicitly modified or restricted herein.

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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 thirty (30) days of initial hire or by the first pay period of the month following hire. The County also agrees to provide the exclusive representative with this information for all Employees in the bargaining unit electronically at least every one hundred and twenty (120) days.

B. Scope of Representation

AFSCME/MCEA 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 MOU 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 two hundred dollars (\$200) per employee in any given calendar year, the employer will notify AFSCME/MCEA, however under such circumstances there shall be no obligation to meet and confer.

C. Notification of Unit Existence

Employer and AFSCME/MCEA 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 AFSCME/MCEA is the certified representative for the Employees and shall notify AFSCME/MCEA of such hiring.

ARTICLE 2.3 – EMPLOYEE REPRESENTATIVES (STEWARDS)

A. In General

AFSCME/MCEA may select one (1) Employee representative (steward) and one (1) alternate representative for each location where Employees covered by this MOU are normally assigned, except that for the Department of Social Services (DSS), AFSCME/MCEA may select two (2) Employee representatives (stewards) and two (2) alternative representatives (stewards).

Representatives of AFSCME/MCEA 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.

B. Access to Bulletin Boards

Reasonable space will be made available to AFSCME/MCEA in each county facility to place an AFSCME/MCEA purchased bulletin board. Each location will be mutually agreed upon by the County and AFSCME/MCEA. AFSCME/MCEA is responsible for maintaining all such boards and will hold the County harmless for any materials posted on AFSCME/MCEA property. Such use will continue so long as the material is not prohibited by legislation.

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In departments where an AFSCME/MCEA board is not provided, the Employer shall provide AFSCME/MCEA space on County bulletin boards for posting of AFSCME/MCEA bulletins and other notices to its members.

C. Grievance Representation

Representatives of AFSCME/MCEA shall have access to any Employee or Employees presenting a grievance in accordance with Article 7.1.

D. Disciplinary Action Representative

Employees have the right to have an AFSCME/MCEA steward or agent represent the member at all stages of disciplinary action. A Representative of AFSCME/MCEA 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. AFSCME/MCEA Representative

In addition to their regularly assigned work, AFSCME/MCEA representatives shall be permitted reasonable time during working hours to notify the business representative of any violations of this MOU. The representative may contact the business representatives during business hours to report grievances, violations of this MOU or to report safety violations.

F. Bargaining Representation

AFSCME/MCEA may designate different official representatives for the purpose of meeting with management on a departmental and administrative level. AFSCME/MCEA 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. Interactive Process Meeting Representation

Employees have the right to have an AFSCME/MCEA steward represent the member at all stages of the Americans with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA) Disability Interactive Process. A steward of AFSCME/MCEA may be present upon request during the Disability Interactive Process.

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 AFSCME/MCEA 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 of Board and Commissions that affect wages, hours, and working conditions of Employees represented by this MOU.
6. Testifying or appearing as the designated AFSCME/MCEA 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.

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7. Attendance at Disability Interactive Process meetings when their presence is requested by the member.

I. Time Bank

A time bank shall be established for AFSCME/MCEA. Employees of the Clerical and Technical Units may voluntarily donate one-half (1/2) hour of accrued vacation leave per calendar year to the [time bank](#) for the use of authorized Employees to participate in the official business of AFSCME/MCEA during working hours. Said participation shall be subject to the approval of the Department Head. Donations shall be irrevocable and shall be without cash value upon transfer to the time bank.

J. Union Right of Access to New Employee Orientations

The County shall provide the exclusive representative with at least ten (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 AFSCME/MCEA with an annual or other periodic schedule of new employee orientations when available. Such notification shall meet the ten (10) day notice requirement.

AFSCME/MCEA 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 AFSCME/MCEA representative will be allowed to communicate with new Employees without interference and may provide written materials to the new employees.

The AFSCME/MCEA representative will provide the Department of Human Resources with the name of the Employee representative who will attend the orientation on behalf of AFSCME/MCEA, 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

AFSCME/MCEA shall advise the Employer of the amount of membership dues, fees, assessments, or other deductions and such notification shall be in writing over the signature of an authorized AFSCME/MCEA Union Representative.

The Employer will deduct dues and fees from the payroll warrant of each Employee for whom AFSCME/MCEA has reported as a member. Such dues and fees shall be remitted to AFSCME/MCEA monthly with an itemized statement.

Deductions will cease upon notification from AFSCME/MCEA to the Employer that the Employee is no longer subject to membership dues or when an Employee leaves the bargaining unit.

B. Certification

AFSCME/MCEA shall notify the Employer in writing at least one (1) month in advance of the effective date of changes to dues or other deductions and the Employer will implement such changes with the first payday following the thirty (30) day notice, except in circumstances beyond the control of the Employer. For example, if AFSCME/MCEA notifies the Employer of a change on January 15th, the Employer will implement that change effective with the February payday.

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C. Indemnification

AFSCME/MCEA 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 AFSCME/MCEA.

D. Refund to Employer

AFSCME/MCEA 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 AFSCME/MCEA became certified as Representative of the Employees of the Employer and which are not limited or modified by specific provisions of this MOU, 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 by the County on the effective date of this MOU and not mentioned in Article 3.1 (Management Rights) are retained by the County unless explicitly waived by the County by Resolution or by an MOU.
6. 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 "[CB2/TB2 0121](#)".
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 upon ratification of the MOU.

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The classifications within this bargaining unit where there are Employees impacted by the implementation of this section will have their current salary range moved to the new salary range identified in the table in Attachment III to offset any negative impacts from this implementation. All Employees within the identified impacted classifications will be placed within the new salary range at the step closest to what they are currently making, without going below the base wage they received prior to the implementation of this section.

There will be no change to the salary range for classifications where there are not any Employees impacted by the implementation of this section.

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

Pay Cards shall be authorized for Employees who do not wish to have their pay checks electronically submitted via direct deposit to a financial institution.

For those Employees who currently receive a hard copy check and do not wish to receive their pay via a Pay Card or electronic deposit, they may continue to receive a hard copy check. Should the Employee, in the future, opt to receive their pay via a Pay Card or electronic deposit, the Employee shall no longer have the option to return to receiving a hard copy check.

ARTICLE 4.2 – ONE-TIME STIPEND

FY 2021-2022

Effective January 1, 2022, ranges ninety-five (95) thru one hundred and thirty-five (135) on the CB2/TB2 0120 salary schedules shall be eliminated as these ranges are under the Federal Minimum Wage.

In the 2021-2022 fiscal year, the County shall provide unit members with a one-time, off-schedule premium payment of one thousand two hundred and fifty dollars (\$1,250) to be paid in the pay period following the ratification of the successor MOU, provided that the following conditions are met:

1. The American Rescue Plan Act (ARPA) rules continue to allow the use of funds for one-time, off-schedule payments as of the ratification date of the successor MOU
2. The ARPA rules continue to allow the use of funds to replace “lost revenue”, based on the US Treasury’s Final Rule and subsequent amendments
3. The County’s total ARPA Allocation has not been reduced by any federal action from the allocation level as of August 1, 2021

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FY 2022-2023

In addition, for the 2022-2023 fiscal year, the County shall also provide unit members with a one-time, off-schedule premium payment provided that the following conditions are met:

1. The ARPA rules continue to allow the use of funds to replace “lost revenue”, based on the US Treasury’s Final Rule and subsequent amendments
2. The County’s total ARPA Allocation has not been subsequently reduced from the allocation level as of August 1, 2021

The amount of the one-time, off-schedule premium payment provided to unit members shall be one thousand dollars (\$1,000) per Employee. Payment shall be made in the pay period including October 1, 2022.

FY 2023-2024

In addition, for the 2023-2024 fiscal year, the County shall also provide unit members with a one-time, off-schedule premium payment provided that the following conditions are met:

1. The ARPA rules continue to allow the use of funds to replace “lost revenue”, based on the US Treasury’s Final Rule and subsequent amendments
2. The County’s total ARPA Allocation has not been subsequently reduced from the allocation level as of August 1, 2021

The amount of the one-time, off-schedule premium payment provided to unit members shall be seven hundred and fifty dollars (\$750) per Employee. Payment shall be made in the pay period including October 1, 2023.

ARTICLE 4.3 – COVID-19 PANDEMIC PREMIUM

Madera County Employees have been a vital and important part of Madera County’s overall operational plan to respond to the ongoing COVID-19 Pandemic. County employees have provided an invaluable service to the community during this extremely stressful time. Employees’ dedication and commitment to regularly report to a work site in order to assist the County in ensuring essential services were provided to the community without disruption deserves recognition.

In recognition, the County is offering a one-time premium payment to those Employees who worked in-person during the initial surge of the COVID-19 pandemic, specifically during the months of April through July 2020 and during the secondary surge of the pandemic, specifically during the months of October 2020 through January 2021. Premium pay shall be paid to the Employee as follows:

1. Those Employees required to work between ninety – one hundred percent (90-100%) of their time in-person during the qualifying months as listed above shall receive one thousand two hundred and fifty dollars (\$1250) per surge (for a possible total of two thousand five hundred dollars (\$2500)).
2. Those employees required to work less than ninety percent (90%) of their workday in-person during the qualifying months as listed above, shall receive a percentage of the one-time one thousand two hundred and fifty dollars (\$1,250) premium pay equal to the percentage of time they worked in-person. For example, if it is determined that an Employee worked fifty percent (50%) of their time in-person during the initial surge and the secondary surge time periods, they would be eligible to

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receive a one-time premium payment of six hundred twenty-five dollars \$625 per surge (for a total of one thousand two hundred and fifty dollars (\$1250)).

3. The calculation of the percentage of time an Employee worked in-person will be determined using the following formula:

$$100\% - \frac{\text{Administrative \& Non Covid Medical Leave Hours} + \text{Telework Hours}}{\text{Total Possible Work Hours During Surge Period}}$$

For the purposes of this section, in addition to hours worked in-person, qualifying work hours shall include time used for vacation, sick leave, cop. Time, holiday comp, and COVID related time off. Time that is excluded as qualifying work time is: Telework hours, Administrative Leave hours, or a non-COVID medical leave of absence.

4. The COVID-19 timecards submitted by Employees during the qualifying months shall be utilized to determine the percentage of in-person time each Employee worked.

ARTICLE 4.4 – SPECIFIED WAGE ADJUSTMENTS

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

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

B. Temporary Assignment Pay/Working Out of Class

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

C. Bilingual Pay

Bilingual Pay shall be paid at the rate of sixty-five dollars (\$65) per month for full time Employees. Part time Employees shall have their bilingual pay pro-rated.

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 upon receipt of the department head’s request. If bilingual positions need to be reduced in a given area, it shall be by seniority. A dispute wherein an Employee believes that they were incorrectly denied or removed from a bilingual position shall be subject to the grievance process.

Employees who are deemed proficient in the second language will qualify for the bilingual pay. 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

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retested. Employees who are not approved for bilingual pay shall not be required to use their bilingual skills.

Employees who move to another position that does not require the use of the second language shall have the bilingual pay removed. The Employee will retain their certification and will not be required to retest if they subsequently move to a position that again requires the use of the second language.

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

D. Public Information Team (PIT) Incentive Pay

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

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

The three percent (3%) incentive pay is not defined as Special Compensation pursuant to the provisions of the California Public Employees Retirement System (CalPERS). As a result, the incentive is not subject to the County's or the assigned Employee's monthly retirement contribution rate 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.

E. Monthly Incentive Pay for BHS Employees Regularly Assigned in Oakhurst

Due to the current turnover rate and staffing needs within the Oakhurst facility, the County will compensate BHS Employees within the Unit who are regularly assigned to work in Oakhurst with a five percent (5%) incentive pay. The five percent (5%) incentive pay will be paid to Employees beginning the month after ratification of the successor MOU until thirty (30) days following the submission of the Classification and Compensation Study's Final Report to the Civil Service Commission (Commission). The incentive pay will be calculated from the Employee's base rate of pay.

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

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F. Monthly Incentive Pay for DSS Employees Regularly Assigned in Oakhurst

Due to the current turnover rate and staffing needs within the Oakhurst facility, the County will compensate DSS Employees within the Unit who are regularly assigned to work in Oakhurst with a five percent (5%) incentive pay. The five percent (5%) incentive pay will be paid to Employees beginning the month after ratification of the successor MOU until thirty (30) days following the submission of the Classification and Compensation Study's Final Report to the Civil Service Commission (Commission). The incentive pay will be calculated from the Employee's base rate of pay.

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

G. 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.

In the case of an overpayment, if the amount overpaid is one hundred and fifty dollars (\$150) or less, the County shall deduct the full amount from the affected Employee's next payroll check. If the amount overpaid is greater than one hundred and fifty dollars (\$150), the County shall deduct from future paychecks at the same rate the Employee was overpaid.

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

Notification of the overpayment shall be provided to the affected Employee as soon as the overpayment is known. If the Employee disagrees with the calculated amount, they may request a review of the accuracy of the overpayment calculation. If the review shows that there was an error in the calculation of the overpayment and it resulted in the Employee paying more than what was owed, the County shall provide the Employee the amount overpaid in their next payroll check.

ARTICLE 4.5 – CLASSIFICATION STUDIES

A. Classification Specifications

If during the term of this MOU, classification specifications are created, deleted, or modified for classes within the Clerical/Technical Units, the Employer agrees to discuss with AFSCME/MCEA the proposed adoption, deletion or modification of such classification specifications and meet and confer on proposed salary ranges.

Unit allocation of new job classifications or the deletion of job classifications from the classification plan is determined by the Civil Service Commission and shall be subject to the appeals procedure outlined in County Code Section 2.63.070.

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 be

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conducted by the Director of Human Resources. The Employee and AFSCME/MCEA will be given written notification of the outcome of the reclassification audit.

C. Reclassification

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

D. Classification Study – Peace Officer Related Classifications within AFSCME/MCEA

1. AB 846 requires a review and update of all job descriptions for peace officer related classifications by 1/1/2022.
2. The County intends to incorporate compliance with AB 846 by conducting a Classification and Compensation Study of impacted units by 1/1/2022.
3. The County agrees to meet and confer to the extent required by law with respect to the AB 846 study.
4. A salary review to be conducted upon conclusion of the job description updates.
5. Parties agree to negotiate the implementation of the results of the salary review.
6. Y-Rating shall be utilized so there is not a negative impact to employees.

E. Classification and Compensation Study – All other Classifications within AFSCME/MCEA

1. Job Description review and updates to be completed by outside agency.
2. A salary review to be conducted upon conclusion of the job description review/updates.
3. The County agrees to meet and confer to the extent required by law with respect to the Classification and Compensation Study.
4. Parties agree to negotiate the implementation of the results of the salary review.
5. Y-Rating shall be utilized so there is not a negative impact to Employees.

ARTICLE 4.6 – SHIFT DIFFERENTIAL

A. Night Duty Differential

Employees who are required to perform night duty as defined herein on regularly established shifts, shall, in addition to their regular salary, be paid \$4.50 per night shift worked.

B. 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.

C. 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.

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ARTICLE 4.7 – PROBATIONARY PERIOD

A. Probationary Period Timeframe

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

B. Reinstatement after Rejection from Probation

Following a promotion, should an Employee be rejected during probation, that Employee 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 twelve (12) months before being moved to Step B.

CHAPTER 5: FRINGE BENEFITS

ARTICLE 5.1 – HEALTH AND WELFARE

A. Plan Contribution

The County agrees to fund and maintain a health benefit program at the contribution rate of ninety-five percent (95%) for single member coverage and an additional fifty percent (50%) for either two-party or dependent coverage using the lowest premium CalPERS HMO health plan (excluding Kaiser), under the Public Employees Retirement System (PERS) Program, offered dental program and the Vision Service Plan.

B. Plan Benchmark

For the 2022 Plan Year (January 1, 2022, through December 31, 2022), 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 ninety-five percent (95%) for single member coverage and an additional fifty percent (50%) of the difference for either two-party or dependent coverage for the 2022 Plan Year.

C. Primary Plan

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

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D. 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 MOU, unless mutually agreed upon by the County and AFSCME/MCEA.

E. Evidence of Outside Health Coverage

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

ARTICLE 5.2 – FLEXIBLE BENEFITS

A. Flexible Spending Account

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

B. Voluntary Benefits Program

The County will provide a voluntary benefits program. It is understood that participation in the plan is voluntary and at the Employees' expense.

ARTICLE 5.3 – EMPLOYEE ASSISTANCE PROGRAM

A. In General

Employer will contract with a licensed health care services provider for an Employee Assistance Program that will provide employees and their dependents confidential behavioral health counseling for a total of up to three (3) visits each six (6) months.

ARTICLE 5.4 – RETIREMENT

A. 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 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).

B. 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)].

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C. Employee Monthly Retirement Contribution Rates

Classic members shall continue paying the full eight percent (8%) Employee contribution for the 2.7%@55 Miscellaneous retirement benefit formula. New Employees shall continue paying fifty percent (50%) of the normal cost as determined by CalPERS for the 2%@62 Miscellaneous retirement benefit formula. There is no provision for an Employer paid member contribution.

D. Military Credit

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, and as allowed under California's 2012 Pension Reform Act.

ARTICLE 5.5 – SPECIAL COMPENSATION

A. 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 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 Progression

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 – 14 years	5.00%
15 - 19 years	7.50%
20 + years	10.00%

This section shall be effective upon ratification of the MOU for all Employees.

ARTICLE 5.6 – SICK LEAVE

A. Sick Leave Accrual

Employees in the Clerical and Technical Representation Units shall be allowed one day (8 hours) sick leave credit for each month of continuous full-time service and shall not be limited in the number of sick leave days to accumulate. Upon retirement, accrued sick leave shall be converted to Service Credit pursuant to Section 'F' below. Upon termination, in addition to their regular compensation, accrued sick leave will be compensated pursuant to Section 'G' below.

B. Sick Leave Accrual during Leave Without Pay

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

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C. Sick Leave Usage

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

1. Employee absence required by their bona fide illness or injury causing inability to work.
2. Exposure to contagious disease requiring quarantine.
3. To obtain a diagnosis, consultation, care or treatment of an existing health condition, or the preventive 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.

D. Verification of Treatment

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

E. Exceptions

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

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

F. 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., two hundred fifty (250) (eight (8) hour) days, or two thousand (2,000) hours, of sick leave equals one (1) additional year of service credit). All partial credits will be calculated by proration using the formula determined by CalPERS.

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

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G. 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 fifty (50%) percent of the current hourly rate as shown in Column "A" of Attachment II. 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 Attachment II. For sick leave days accrued in excess of one hundred fifty (150) days, compensation shall be at the rate shown in Column "C" of Attachment II.

H. Unused Sick Leave

For purposes of computing compensation of unused sick leave at termination for Employees currently in permanently allocated positions as of October 1, 1983, an Employee with more than twenty (20) years of service shall be entitled to the percentage of sick leave compensation in effect prior to October 1, 1983 (Madera County Code 2.60.540, January 14, 1974) on accrued sick leave up to the number of days that existed as of October 1, 1983. Total sick leave above the October 1, 1983, balance will be computed in accordance with Columns "A", "B", and "C" of Attachment II. Additional years of service after October 1, 1983, will not be used for the calculation of unused sick leave at termination.

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. The average annual hourly rate on the salary table shall be used for this purpose.

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 5.7 – VACATION ACCRUAL

A. Vacation Accrual

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

Years of Service	Accrual Rate
0 - 1	6.67 hours per month
1 - 2 ½	8 hours per month
2 ½ - 5 ½	10 hours per month
5 ½ -10	12 hours per month
10+	14 hours per month

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B. Vacation Usage When Over the Vacation Cap

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

Individual Employee vacation balances in effect as of June 30, 2013, if they exceeded three hundred sixty (360) hours, became the new maximum cap for those Employees.

Employees who are at the vacation cap (either three hundred sixty (360) or a higher individual number) shall not earn or accrue additional vacation hours until such time as their balances are at or below three hundred sixty (360) hours.

The County's long-standing practice of allowing employees who are at the three hundred sixty (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 three hundred sixty (360) hour cap. This section shall also apply to Employees whose vacation balance exceeded three hundred sixty (360) hours as of June 30, 2013.

C. 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) months.

D. Vacation Cash Out Program

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

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

1. Employees may be eligible to cash out up to eighty (80) hours of accrued leave (excluding sick leave) per calendar year.
2. Eligible Employees can cash out accrued leave hours up to two (2) times per year. The established cash out months are March and November of each calendar year.
3. In order to cash out leave hours under this section, Employees must complete an irrevocable election pre-designating the number of accrued leave hours (up to eighty (80)) the Employee will cash out in the two (2) cash out months in the following calendar year. Only hours accrued in the calendar year following the date of the election will be eligible for cash out.

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4. Any leave hours accrued in previous calendar years, and leave 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 leave 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 month 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 and the impacted accrued leave balances are defined/outlined as follows:
 - a. An eligible Employee who must have executed an irrevocable election for the current year and have at least one hundred (100) hours of accrued vacation hours at the end of the pay period preceding the cash out month. For example, an eligible Employee must have a minimum of one hundred (100) hours of accrued vacation as of the end of February to be eligible to cash out hours in March.
 - b. If an eligible Employee has a vacation balance that exceeds three hundred and sixty (360) hours at the end of the pay period preceding the cash out month, the cash out hours shall be deducted from their vacation balance.
 - c. If an eligible Employee has a vacation balance that is less than three hundred and sixty (360) hours at the end of the pay period preceding the cash out month, the cash out hours can be deducted, in any combination, from their vacation, compensatory time off (CTO), and/or holiday compensation balances. The minimum number of ten (10) cash out hours still applies and can be spread among the three (3) referenced balances in this subsection.
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 month 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 leave 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

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or the eligible employee's monthly retirement contribution rate and will not be included as part of final compensation for retirement purposes.

12. All accrued leave hours in an Employee's leave bank that are not cashed out pursuant to this section shall be available for leave usage and/or for pay out upon separation from employment.

ARTICLE 5.8 – HOLIDAYS

The following days are established as holidays for Employees of the Clerical and Technical Units:

New Year's Day, January 1
Martin Luther King, Jr., the third Monday in January
President's Day, the third Monday in February
Memorial Day, the last Monday in May
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 the provisions of Madera County Code Section 2.60.590.

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

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

ARTICLE 5.9 – LEAVE WITH PAY

A. 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 (1) calendar year to be charged to sick leave in the event of an illness of or preventative care for an Employee's family member. Family member is defined as the Employee's spouse, child, parent, registered domestic partner, grandparent, grandchild, sibling, or in-laws. 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.

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B. Personal Leave with Pay

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

ARTICLE 5.11 – BEREAVEMENT LEAVE

Employees will be entitled to three (3) days (twenty-four hours) paid Bereavement Leave not to be charged to any 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 (1) calendar year to be charged to sick leave in the event of a death of a member of an immediate family member. "Immediate family" is defined as spouse, registered domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, and in-laws. 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.

CHAPTER 6: TERMS AND CONDITIONS

ARTICLE 6.1 – HOURS OF WORK

A. Workweek and Working Hours

Except as specifically provided in this MOU, eight (8) hours per day, exclusive of mealtime, shall constitute a regular days' work for all Employees covered by this MOU. The Workweek shall be five (5) working days of eight (8) hours each, unless otherwise approved by the Board of Supervisors as provided in Section "B" below.

B. Alternate Work Schedule

A work schedule which pertains to a 4/10 workweek or other alternate work schedules may be implemented upon recommendation of the respective Department Head and approval of the County Administrative Officer (CAO). The CAO will review such recommendation as to how they will serve the best interest of the County.

If the proposal is approved by the CAO, a side letter agreement will be signed, presented to the Board of Supervisors (Board) for final approval. Upon Board approval of the side letter agreement, the work schedule pattern will have an evaluation period comprised of two (2) ninety (90) day periods. During the first ninety (90) day evaluation period, the County or AFSCME/MCEA 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 AFSCME/MCEA in writing of the decision.

Upon the 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 AFSCME/MCEA. The assignment of individual Employees to given alternate work schedules as established is not a subject of meet and confer.

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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.

C. Flexible Workday Schedule

A Flexible Workday Schedule (FWS) may be implemented upon mutual agreement of the respective Department Head and AFSCME/MCEA, with final approval by the CAO.

An FWS shall be subject to operational efficiency, a department's ability to ensure public accessibility to services, public accountability, applicable MOUs, County policies, and legal requirements.

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

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

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

An FWS does not have any impact on an Employee's utilization of sick time, vacation time, or any other available leave balances. Each Employee is expected to work or account for their basic work hour requirements by utilizing sick time, vacation time, or any other available leave balances in accordance with applicable MOUs, County policies, and legal requirements.

The FWS will have an evaluation period comprised of two (2) six (6) month periods. During the first six (6) month period, the County or AFSCME/MCEA may terminate the schedule by a request in writing no later than fifteen (15) days prior to the end of the first six (6) month period.

During the second six (6) month period, the County may terminate the schedule at any time by notifying AFSCME/MCEA in writing of the decision.

Upon successful conclusion of the second six (6) month evaluation period, any change in the work schedule will require a meet and confer with AFSCME/MCEA.

ARTICLE 6.2 – REST AND MEAL PERIODS

A. Rest Periods

Employees shall take rest periods one midway through the first half of their shift and one midway through the second half of their shift, not to exceed fifteen (15) minutes each. 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.

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ARTICLE 6.3 – OVERTIME

A. Classifications Receiving Overtime

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

B. Authorization Required

For Employees within the Clerical and Technical Representation Units, if, in the judgment of a Department Head, work beyond the normal workday and/or workweek is required, the Department Head may order overtime work. With the exception of extraordinary circumstances, Employees may not perform overtime work without specific authorization from their Department Head.

C. Overtime Requirements

Overtime work for Employees within the Clerical and Technical Representation Units shall be subject to the following:

1. Except in cases of an emergency, Employees shall not be required to work overtime unless such overtime has been specifically authorized in writing in advance by the Department Head or designee.
2. 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. An Employee requesting the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time off will not unduly disrupt the operations of the Employee's department.
3. Should it be necessary, due to fiscal/budgetary constraints, the Department Head may direct that an Employee utilize accrued compensatory time in lieu of accrued vacation for leave requests. The exception to the mandatory use of compensatory time off in lieu of vacation would be if the Employee is at or near the three hundred and sixty (360) hour vacation cap and unable to earn or accrue additional vacation hours.
4. The Employee shall have vested interest in being paid for any accumulated compensatory time upon termination of employment for any reason. An Employee shall be paid for accumulated compensatory time at time of termination at the average regular rate received by the Employee during the last three (3) years of employment, or the final regular rate received by the Employee, whichever is higher.
5. When, due to an emergency, an Employee is required to return to work on other than their 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.
6. 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. Overtime earned during the forecasted period of time of the Employee's timecard will be paid in the regular salary check in the succeeding pay period.

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ARTICLE 6.4 – STANDBY COMPENSATION

A. 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 his representative.

B. 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.

C. Pay Minimum

The Employer shall compensate the Employee a minimum of two (2) hours overtime compensation irrespective of the actual time worked when an Employee is called back while on standby. In the event the task exceeds two (2) hours duration, the total compensation shall be for hours actually worked.

ARTICLE 6.5 – SENIORITY CLAUSE

This seniority clause may be suspended for the good of the service. Examples of these exemptions are Federal, State or County mandates and codes.

A. Shift Assignment

Subject to the above, shifts shall be assigned on the basis of seniority for Employees in a flexibly staffed classification series, after completion of one (1) year, from the initial date of employment as a regular Employee. Such Employees shall be able to bid for shift assignment every six (6) months.

B. Vacation Assignment

During the month of January, Employees of the Department of Social Services will have the opportunity to bid for vacation periods of five (5) working days or more based upon seniority within class. Only one (1) vacation period a year will be assigned on the basis of seniority.

C. Compensatory Time Off

If Employees within the same classification make application for compensatory time off for the same or overlapping time periods, seniority will be the determining factor in granting the time off. Compensatory time off will be granted in accordance with Article 6.3. If authorized in lieu of sick leave, Article 5.6 shall apply.

ARTICLE 6.6 – REIMBURSEMENTS AND PROVIDED EQUIPMENT

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 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 seventeen dollars (\$17) for breakfast, eighteen dollars (\$18) for lunch and thirty-one

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dollars (\$31) for dinner per Employee. Receipts are required for reimbursement of out-of-pocket expenses.

B. Personal Vehicle Usage

No Employee in the Clerical or Technical Units 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.

C. Uniform Allowance

A monthly uniform allowance will be paid to the following classifications:

1. Seventy-five dollars (\$75.00) per month will be paid to the classification of Animal Services Officer I/II
2. Sixty dollars (\$60.00) per month will be paid to the classifications of Community Service Officer and Sheriff's Department Public Information Officer
3. Twenty-five dollars (\$25) per month will be paid to Behavioral Health Services employees who are designated in a 'field' assignment

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

ARTICLE 6.7 – SAFETY

A. Promoting the Prevention of Accidents

The Employer and AFSCME/MCEA 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 corrections.

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. Safety Review Committee

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

ARTICLE 6.8 – 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 month's pay or upon request.

C. Confidential Nature of Personnel Records

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

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.

E. Document Rebuttal

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

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ARTICLE 6.9 – EMPLOYEE TRANSFERS

A. Transfers (from one Department to another Department)

An Employee may request consideration for transfer to vacant positions in the same class pursuant to County Code Section 2.57.090, Rule 6-14. When vacancies occur in the class, name of Employees requesting transfer shall be submitted for consideration prior to the certification of names from an eligibility list. The Employee's current department cannot unreasonably deny a transfer request.

B. Requests for Reassignment (within a department)

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

ARTICLE 6.10– MERIT SYSTEM/CIVIL SERVICE COMMISSION

A. Social Services and Child Support Interagency Merit System

Employees with permanent status and employed in the Department of Social Services or Department of Child Support Services and under the jurisdiction of the Interagency Merit System shall have the right to utilize the Madera County Civil Service Commission to resolve their Employment Rights Appeals.

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

B. Employment Rights Appeals

Employment Rights Appeals are defined as actions taken against Employees and are appealable to the State Personnel Board: involuntary demotion, dismissal, suspension, medical termination or transfer, automatic resignation, reduction in pay for disciplinary reasons, grievances involving discrimination or political affiliation.

Employees in the Department of Social Services or Department of Child Support Services may utilize the Civil Service Commission for Employment Rights Appeals.

C. Election of the Civil Service Commission

With the election to use the Civil Service Commission, the Employee will be required to adhere to the provisions of Chapter 2.54.120 of the Madera County Code regarding dismissal, suspension, or reduction in rank.

D. Conflict with Civil Service Rules

Whenever a provision of this MOU may be in conflict with the Merit System Classification Rules, the Merit System Rules shall take precedence.

E. Merit System Eligible Lists

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

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CHAPTER 7: PROCEDURES

ARTICLE 7.1 – GRIEVANCE PROCEDURES

A. Grievance Definition

A grievance is a complaint or claim by an Employee, a group of Employees or AFSCME/MCEA of a violation of this MOU, or other terms or conditions of employment, established rules, or past practices.

B. Adjustment Procedure

Every effort should be made to settle grievances at the lowest level of supervision as promptly as possible. Any Employee having any grievance, as defined in section 'A' above, 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 grievant shall seek adjustment by the next higher authority in the department's chain of command and in accordance with all other provisions of this section.

2. If the immediate supervisor's 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 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. When an issue is not within departmental jurisdiction, the County and AFSCME/MCEA may mutually agree to waive steps 1 and 2 above 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 practicable to hear the grievance, to assist the parties in reaching a resolution.
 - b. If mediation does not result in an acceptable resolution, the grievant may, within ten (10) working days from the date of the mediation session, file an appeal to the Civil Service Commission (Commission) requesting a hearing before the Commission. 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.

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ARTICLE 7.2 – IMPASSE PROCEDURES

A. Definition of Impasse

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

B. Initiation of Impasse Procedures

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

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

C. Mediation

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

D. Fact-Finding

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

ARTICLE 7.3 – REDUCTION IN FORCE

A. Layoffs

Layoffs shall be within each department.

B. Layoff within Designated Class Only

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

C. Provisionals or Temporary (Extra Help) Employees First

Provisionals or temporary (extra help) employees shall be laid off first.

D. 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 (extra help) or

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provisional status, with those with least service being laid off first.

E. 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:

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 Countywide.
3. Employee with the greatest seniority within the department.
4. Employee with the greatest seniority Countywide.

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 thirty (30) days in advance of the lay-off. A copy of the notification will be submitted concurrently to AFSCME/MCEA.

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 AFSCME/MCEA.

H. Seniority Provision

The Employer recognizes that seniority is a factor that needs to be considered when decisions are made on which positions will be eliminated in a layoff. To the extent that it is organizationally and financially possible the Employer will attempt to maintain positions occupied by the most senior Employees of a department and the county. This provision is provided as permissive guidance and does not create an obligation on the Employer to layoff only those Employees who are less senior.

I. 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. Employees in this status, if reappointed from a reinstatement eligible list within sixty (60) days of separation, will retain the anniversary date held at date of separation.

J. Demotion in Lieu of or After Layoff

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.

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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 they were laid off.

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

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

L. Reinstatement After Layoff

1. 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 (2) years.
2. Such Employees shall have an absolute right only to reappointment to vacant positions in the same class and in the same department from which they were laid off. In all other instances, they shall be certified from the reinstatement list in accordance with the Civil Services Rules and shall be subject to a new probationary period.
3. If an Employee whose name is on the reinstatement eligible list has been involuntarily laid off from a position in the class and in the department for which certification is requested their name alone shall be certified.

ARTICLE 7.4 – DISCIPLINARY ACTION

A. Representation of Employees

The Employer recognizes that Employees in the Clerical and Technical Units may be represented by AFSCME/MCEA in their employer-employee relationship with the County.

B. Investigations

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

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 punitive action is discussed. Punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, or written reprimand. An Employee may inquire prior to attending any meeting as to the specific nature of the meeting. When an Employee challenges the standard of "specific nature," it does not exempt the Employee from compliance with attendance.

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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 AFSCME/MCEA shall satisfy the requirements of this section.

ARTICLE 7.5 – DISCIPLINARY APPEALS

A. Usage of a Hearing Officer

Employees in the Clerical and Technical Units may select usage of a hearing officer in lieu of the Civil Service Commission to hear the appeal of an Order for Discipline which resulted in termination from County service, subject to all provisions set forth in Chapters 2.54 and 2.57 of the Madera County Code not otherwise modified herein.

The Employee shall request a hearing officer in lieu of the Civil Service Commission at the time of the initial request, filed pursuant to Section 2.54.120 of the Madera County Code, to appeal the order for Discipline.

B. Hearing Officer Selection

To select the hearing officer, the County shall request five (5) names from the State Mediation and Conciliation Service and the County, and the Employee shall then alternately strike names from the list, with the County striking first, until only one (1) name remains, and that person shall be the hearing officer.

C. Conduct of the Hearing

The hearing officer shall conduct the hearing in accordance with Section 2.57.130 of the Madera County Code and shall, within thirty (30) days following close of the hearing, file with the Secretary of the Civil Service Commission their findings of fact and recommendation for affirmation, modification, or revocation of the Order for Discipline, and shall mail a copy of same to both the appellant and the appointing authority. The Secretary of the Civil Service Commission shall, upon receipt, schedule the matter for consideration at the next regular meeting of the Civil Service Commission.

D. Civil Service Commission to Consider Hearing Officer's Findings of Fact

The Civil Service Commission shall, without taking evidence or hearing argument on behalf of either appellant or the appointing authority, consider findings of fact and decision of the hearing officer and either affirm, modify, or revoke the Order for Discipline. The Civil Service Commission shall serve written notice of its decision by U.S. Mail to both the appellant and the appointing authority. The decision of the Civil Service Commission shall be final.

ARTICLE 7.6 – CIVIL SERVICE CHANGES

A. Job Abandonment

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

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B. Local Agency Personnel Standards

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

C. Suspension of Three (3) Days or Less

The parties agree that discipline of a suspension of three (3) days or less, or the equivalent salary reduction, shall be appealable to the County Administrative Officer (CAO) rather than the Civil Service Commission. In any case where the CAO is directly involved in a disciplinary action, the appeal shall be made to the Civil Service Commission. The parties agree that any appeal may be submitted to a mediator from the State Mediation and Conciliation Service in an attempt to resolve the matter before submission to the CAO.

D. Oral Testimony

For any oral testimony heard pursuant to Madera County Code Section 2.57.130, 10-4 both the CAO, or designee, and the appellant, or designated representative, shall be permitted to examine and cross-examine the witness.

E. Terminated 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 may again be terminated; however, the County will evaluate such instances on a case-by-case basis, considering such factors as length of current employment and job performance. In all circumstances, the County shall retain the sole authority in determining said Employee's employment status. The County's decision is final and binding on all parties and shall not be appealed to the Civil Service Commission. Any Employee terminated based on this provision shall be paid for any services rendered to the County.

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

ARTICLE 7.7 – COMPLIANCE WITH MEMORANDUM OF UNDERSTANDING

A. Violation of Agreement Terms

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

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B. Interpretation of Agreement

A dispute or difference of opinion concerning the enforcement of this MOU by the Employer or AFSCME/MCEA, shall first be presented in writing to the other party in an attempt to settle the matter.

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Signatures:

County of Madera ("County")

Susan Carter

Susan Carter, Chief County Negotiator

Uin y

Michele May, Co-Negotiator

American Federation of State, County and Municipal Employees/Madera County Employees' Association ("AFSCME/MCEA")

Kristy M. Waskiewicz

[Kristy M. Waskiewicz \(Jun 15, 2022 16:20 PDT\)](#)

Kristy Waskiewicz, Business Agent

Jessica M Propst

[Jessica M Propst \(Jun 15, 2022 16:28 PDT\)](#)

Jessica Propst, President

NOT Available

[NOT Available \(Jun 16, 2022 08:03 PDT\)](#)

Joanna Timmons, Team Member

JTB

Laura Barriga, Team Member

Koy Stephanie Saelee

[Koy Stephanie Saelee \(Jun 16, 2022 08:13 PDT\)](#)

Koy Saelee, Team Member

cruz Macias

[cruz Macias \(Jun 16, 2022 08:16 PDT\)](#)

Cruz Macias, Team Member

Not Available

[Not Available \(Jun 16, 2022 08:53 PDT\)](#)

Teri Watson, Team Member

A. Rodriguez

Alexandria Rodriguez, Team Member

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ATTACHMENT I - CLERICAL/TECHNICAL UNIT CLASSIFICATIONS

Clerical Unit – Overtime Eligible Classifications

Account Clerk I
Account Clerk II
Account Clerk III (MSS)
Accounting Technician I
Accounting Technician II
Administrative Assistant
Assessment Clerk I
Assessment Clerk II
Assessment Technician
Central Services Assistant
Child Support Assistant I (MSS)
Child Support Assistant II (MSS)
Correctional Records Specialist I
Correctional Records Specialist II
Deputy Clerk-Recorder I
Deputy Clerk-Recorder II
District Attorney Administrative Specialist
Human Resources Assistant I
Human Resources Assistant II
Human Resources Technician I
Human Resources Technician II
Legal Secretary I
Legal Secretary II
Library Assistant
Library Branch Assistant
Library Technician
Medical Secretary I
Medical Secretary II

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Office Assistant I

Office Assistant II

Office Assistant III

Personnel Assistant (MSS)

Program Assistant I

Program Assistant II

Program Manager's Secretary (MSS)

Program Secretary (MSS)

Property Tax & Sales Assistant

Secretary (MSS)

Senior Account Clerk

Senior Deputy Clerk-Recorder

Senior Property Tax & Sales Assistant

Sheriff's Office Assistant I

Sheriff's Office Assistant II

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Technical Unit – Overtime Eligible

Agricultural and Standards Technician
Animal Services Assistant
Animal Services Officer I
Animal Services Officer II
Buyer I
Buyer II
Cadastral Drafting Technician I
Cadastral Drafting Technician II
Central Services Worker
Child Support Assistant I (MSS)
Child Support Assistant II (MSS)
Child Support Assistant III (MSS)
Child Support Special Programs Coordinator
Child Support Special Programs Coordinator (MSS)
Child Support Specialist I (MSS)
Child Support Specialist II (MSS)
Child Support Specialist III (MSS)
Collector
Communicable Disease Investigator
Community Health & Wellness Assistant
Community Service Officer
Desktop Support Technician I
Desktop Support Technician II
Eligibility Worker I
Eligibility Worker I (MSS)
Eligibility Worker II
Eligibility Worker II (MSS)
Eligibility Worker III
Eligibility Worker III (MSS)
Engineering Aide
Engineering Technician
Identification Technician
Investigative Assistant
Mental Health Aide
Nutrition Assistant I

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Nutrition Assistant II
Permit Technician I
Permit Technician II
Permit Technician III
Planning Aide
Planning Technician
Probation Technician I
Probation Technician II
Property and Evidence Technician
Public Health Assistant
Public Health Case Management Assistant
Public Health Clinical Services Assistant
Public Health Education Assistant
Public Health Laboratory Technician
Revenue Services Officer
Revenue Services Technician
Senior Accounting Technician
Senior Cadastral Technician
Senior Library Branch Assistant
Senior Nutrition Assistant
Senior Permit Technician
Senior Program Assistant
Senior Sheriff's Office Assistant
Sheriff's Civil Specialist
Sheriff's Department Public Information Officer
Therapy Assistant
Veterans' Service Representative
Vocational Assistant - Driver
Vocational Assistant (MSS)
Vocational Trainee (MSS)
X-Ray Technician

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ATTACHMENT II – RATE OF COMPENSATION – SICK LEAVE PAYOFF

TECHNICAL UNIT

Years of Service	Percentage of Current Hourly Rate		
	A – 0 to 600 hours	B – 601 to 1200 hours	C – over 1200 hours
5 or more years	15%	7.5%	3%
10 or more years	25%	12.5%	5%
15 or more years	35%	17.5%	7%
20 or more years	50%	25%	10%

CLERICAL UNIT

Years of Service	Percentage of Current Hourly Rate		
	A – 0 to 600 hours	B – 601 to 1200 hours	C – over 1200 hours
5	10%	8%	2%
6	12%	6%	2.4%
7	14%	7%	2.8%
8	16%	8%	3.2%
9	18%	9%	3.6%
10	20%	10%	4%
11	23%	11.5%	4.6%
12	26%	13%	5.2%
13	29%	14.5%	5.8%
14	32%	16%	6.4%
15	35%	17.5%	7%
16	38%	19%	7.6%
17	41%	20.5%	8.2%
18	44%	22%	8.8%
19	47%	23.5%	9.4%
20 and more years	50%	25%	10%

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ATTACHMENT III – SALARY RANGE ADJUSTMENT

As outlined in Article 4.1 (A)(2), effective with the ratification of the MOU all Employees within the classifications identified for an increase below will be placed within the new salary range at the step closest to what they are currently making, without going below the base wage they received prior to the ratification of the MOU.

Clerical Unit:

Classification	Current Salary Range:	New Salary Range:
Account Clerk I	146*	No Change
Account Clerk II	166*	No Change
Account Clerk III (MSS)	186*	No Change
Accounting Technician I	191*	No Change
Accounting Technician II	201*	No Change
Administrative Assistant	211	212
Assessment Clerk I	138*	No Change
Assessment Clerk II	158	No Change
Assessment Technician	178	179
Central Services Assistant	136*	No Change
Child Support Assistant I (MSS)	146*	No Change
Child Support Assistant II (MSS)	166*	No Change
Correctional Records Specialist I	155	No Change
Correctional Records Specialist II	185	186
Deputy Clerk-Recorder I	177	No Change
Deputy Clerk-Recorder II	207	208
District Attorney Administrative Specialist	182	No Change
Human Resources Assistant I	136*	No Change
Human Resources Assistant II	156*	No Change
Human Resources Technician I	176*	No Change
Human Resources Technician II	206*	No Change
Legal Secretary I	152	No Change
Legal Secretary II	182	183
Library Assistant	146	147
Library Branch Assistant	166	No Change

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Library Technician	186	187
Medical Secretary I	166*	No Change
Medical Secretary II	196*	No Change
Office Assistant I	136*	No Change
Office Assistant II	146*	No Change
Office Assistant III	166*	No Change
Personnel Assistant (MSS)	176*	No Change
Program Assistant I	156*	No Change
Program Assistant II	166*	No Change
Program Manager's Secretary (MSS)	166*	No Change
Program Secretary (MSS)	166*	No Change
Property Tax & Sales Assistant	158	No Change
Secretary (MSS)	211	No Change
Senior Account Clerk	186*	No Change
Senior Deputy Clerk-Recorder	237	238
Senior Property Tax & Sales Assistant	178	No Change
Sheriff's Office Assistant I	146*	No Change
Sheriff's Office Assistant II	166*	No Change

Technical Unit:

Classification	Current Salary Range:	New Salary Range:
Agricultural & Standards Technician	173	174
Animal Services Assistant	136*	No Change
Animal Services Officer I	143	No Change
Animal Services Officer II	173	No Change
Buyer I	196	No Change
Buyer II	226	No Change
Cadastral Drafting Technician I	182	No Change
Cadastral Drafting Technician II	212	No Change
Central Services Worker	136*	No Change
Child Support Assistant I (MSS)	146*	No Change
Child Support Assistant II (MSS)	166*	No Change

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Child Support Assistant III (MSS)	186*	No Change
Child Support Services Program Coordinator	236*	No Change
Child Support Special Programs Coordinator (MSS)	236*	No Change
Child Support Specialist I	191*	No Change
Child Support Specialist II	206*	No Change
Child Support Specialist III	221*	No Change
Collector	197	No Change
Communicable Disease Investigator	204	No Change
Community Health & Wellness Assistant	221	No Change
Community Service Officer	195	196
Desktop Support Technician I	206	No Change
Desktop Support Technician II	226	No Change
Eligibility Worker I	159	No Change
Eligibility Worker I (MSS)	159	No Change
Eligibility Worker II	189	190
Eligibility Worker II (MSS)	189	190
Eligibility Worker III	209	210
Eligibility Worker III (MSS)	209	210
Engineering Aide	192	No Change
Engineering Technician	246	247
Identification Technician	205	No Change
Investigative Assistant	172	No Change
Mental Health Aide	141	No Change
Nutrition Assistant I	145	No Change
Nutrition Assistant II	175	176
Permit Technician I	191	No Change
Permit Technician II	240	No Change
Permit Technician III	231	232
Planning Aide	188	No Change
Planning Technician	218	No Change
Probation Technician I	146	No Change
Probation Technician II	176	177

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Property & Evidence Technician	206*	No Change
Public Health Assistant	156*	No Change
Public Health Case Management Assistant	221	No Change
Public Health Clinical Services Assistant	221	222
Public Health Education Assistant	221	222
Public Health Laboratory Technician	222	223
Revenue Services Officer	212	No Change
Revenue Services Technician	182	No Change
Senior Accounting Technician	221*	No Change
Senior Cadastral Drafting Technician	242	243
Senior Library Branch Assistant	186	No Change
Senior Nutrition Assistant	195	196
Senior Permit Technician	251	No Change
Senior Program Assistant	186*	No Change
Senior Sheriff's Office Assistant	186*	No Change
Sheriff's Civil Specialist	185	No Change
Sheriff's Dept. Public Information Officer	205	No Change
Therapy Assistant	156*	No Change
Veterans Service Representative	190	No Change
Vocational Assistant (MSS)	136*	No Change
Vocational Assistant-Driver	146*	No Change
Vocational Trainee (MSS)	136*	No Change
X-Ray Technician	226	No Change