

Memorandum of Understanding
By and Between
County of Madera
and the
Communications Dispatcher Unit

July 1, 2021– June 30, 2024

Memorandum of Understanding - Communications Dispatcher Unit

July 1, 2021 – June 30, 2024

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CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1.1 – INTRODUCTION

A. Term

This Memorandum of Understanding, made and entered into this 19th day of October, 2021, by and between the County of Madera (“County”) and the Operating Engineers Local No. 3 (OE3), the exclusive representative for the Communications Dispatcher Unit (“Unit”), for and on behalf of the Employees hereinafter identified is effective for three (3) years from July 1, 2021, or upon ratification, whichever is later, and shall remain in full force and effect until the later of the close of the workday June 30, 2024, or until a successor agreement is in effect. Upon adoption by the Board of Supervisors of Madera County, the Memorandum will become binding between the County and the Unit.

B. Cover All Aspects of Wages and Working Conditions

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

C. Scope of Agreement

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

ARTICLE 1.2 – RECOGNITION

A. Association Recognition

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

B. Bargaining Unit

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

C. Unit Classifications

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

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<i>Communications Dispatcher Unit</i>	<i>Range</i>	<i>FLSA Designation</i>
Communications Dispatcher I	178	Overtime Eligible - 1 ½
Communications Dispatcher II	208	Overtime Eligible - 1 ½
Communications Dispatcher III	228	Overtime Eligible - 1 ½

D. Mutual Obligation

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

The Unit 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.

E. Notice to Employees

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

F. Definitions

1. Employer
The term “Employer” as used herein shall refer to the County of Madera.
2. Unit
The term “Unit” as used herein shall refer to OE3 as the exclusive representative for the Communications Dispatcher Unit.
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 Communications Dispatcher Unit as established under the provisions of Madera County Code Chapters 2.60 and 2.63.
4. Appointing Authority
The term “Appointing Authority” as used herein shall mean the group or person having the lawful power to make appointments or to remove persons from positions in the County service. For the purposes of this Memorandum, the term “Appointing Authority” shall be synonymous with the term “department head”.

ARTICLE 1.3 – EQUAL EMPLOYMENT OPPORTUNITY

A. Non-Discrimination

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

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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 the Unit.

ARTICLE 1.4 – EXISTING POLICIES, SEVERABILITY AND REOPENERS

A. Existing Laws, Regulations and Policies

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

B. County Policies

The Unit and Employer have met and conferred on the following which is included as part of this Memorandum:

1. [Catastrophic Leave Program](#)
2. [Computer Equipment & Systems Usage Agreement](#)

C. Severability

The provisions of this Memorandum are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this Memorandum shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining articles, sections, subsections, sentences, clauses, and phrases of this Memorandum, but they shall remain in effect, it being the intent of the parties that this Memorandum shall stand, notwithstanding the invalidity of any part. Should any portion of this Memorandum be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

D. Openers During Term of Agreement

1. It is agreed by both parties to reopen negotiations to discuss proposed changes to the Drug/Alcohol Policy, Sexual Harassment/Discrimination Prevention Policy, Dress Code Policy, and other policies as needed.
2. The parties agree to reopen negotiations regarding a possible COLA in Fiscal Year 2023-24 if the County is projected to no longer operate in a structural deficit for Fiscal Year 2023-24 and the County has met the Target Level of Unassigned Fund Balance as defined in the Fund Balance Policy that went into effect on April 1, 2018. The County will determine no later than October 1, 2023, if it meets the above criteria for the opener.
3. The County agrees to a limited re-opener in the event that the California Commission on P.O.S.T. adopts new training and certification requirements for Dispatchers, upon request of the Unit.
4. The parties agree to reopen Article 5.1 one time only during the term of this agreement to negotiate the adoption of a CalPERS retiree health vesting schedule for employees first hired by the County following adoption of such vesting schedule. The parties anticipate the enactment of future legislation allowing the County to adopt such a vesting schedule.

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5. 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.

E. Exchange of Information

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

F. Ratification

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

CHAPTER 2: UNIT RIGHTS

ARTICLE 2.1 – AGREEMENT

A. General Provisions

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

ARTICLE 2.2 - NOTIFICATION

A. Scope of Representation

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

B. Employee Listing

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

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ARTICLE 2.3 – EMPLOYEE REPRESENTATIVES

A. In General

Representatives of the Unit shall have access to any Employee or Employees presenting a grievance, and any Employee has the right to have a Unit Representative represent him or her at all stages of disciplinary action. A Representative of the Unit may be present upon request during questioning of an Employee which is likely to lead to disciplinary action against said Employee.

This Section shall not infringe on any management rights set forth in Article 3.1.

B. Association Representative

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

C. Bargaining Representation

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

D. Representation Rights and Responsibilities

All Employees in the Communications Dispatcher Unit shall be allowed, subject to lawful limitations as may be prescribed, full voice, vote, and influence on positions and proposals of the Unit representatives.

E. Release Time

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

1. Attendance at meetings of a disciplinary nature when presence is requested by the Employee.
2. Attendance at meetings with Management at either the Departmental or County level.
3. Attendance at New Employee Orientation.
4. Meet and confer session.
5. Testifying or appearing as the designated Unit 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.

F. Union Right of Access to New Employee Orientations

The County shall provide the exclusive representative with at least 10 days' notice in advance of a new employee orientation or other onboarding process, including the dates and times available for bargaining unit representative(s) to meet with new employees. The County will provide the Association with an annual or other periodic schedule of new employee orientations when available. Such notification shall meet the '10-day notice' requirement.

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

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

ARTICLE 2.4 – UNION DUES

A. Dues Deduction

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

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

B. Certification

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

C. Revocation

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

D. Indemnification

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

E. Refund to Employer

The Unit 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

A. In General

The Employer retains the exclusive right to manage the County. All the rights, powers, functions, and authority of the Employer which are not limited or modified by specific provisions of this

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Memorandum, are retained by the Employer. The Employer specifically retains the right to manage and supervise its Employees as follows:

1. To hire, promote, transfer, assign, classify positions, retain Employees, and to suspend, demote, discharge, or take other disciplinary action against Employees.
2. To lay off, or demote Employees from duties because of lack of work, lack of funds, in the interest of the economy, or other legitimate reasons.
3. To determine the policies, standards, procedures, methods, means and personnel by which County operations are to be conducted.
4. To take whatever actions may be necessary to carry out the mission of the County in situations of emergency.
5. All rights formerly or presently claimed by or vested in the County on the effective date of this Memorandum of Understanding and not otherwise mentioned in Article 3.1 are retained by the County unless explicitly waived by the County by Resolution or by a Memorandum of Understanding.
6. Nothing in this 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 shown in the Salary Table identified as “[DSB2 0120](#)”.
2. Shift differential pay, longevity pay, assignment pay, and all other incentives required to be paid under this MOU, will be separately calculated based solely on the Employee’s base rate of pay.

This section shall be effective for new employees upon ratification of the MOU.

For current employees, this section shall be effective as of January 1, 2022. The salary ranges for the most impacted employees in each classification shall be moved to the new range identified in the table below to offset any negative impacts from the implementation of this section. Employees who are in the impacted classifications will be placed at the step closest to what they are currently making within the new range.

Title	Current Range	New Range
Communications Dispatcher I	178	178
Communications Dispatcher II	208	208
Communications Dispatcher III	228	229

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B. Payroll

Effective January 1, 2022, compensation shall be paid to Employees monthly on or before the fifth (5th) day of each calendar month for the preceding month's service, except in circumstances which are beyond the control of the Board of Supervisors.

If the fifth (5th) of the month falls on a Saturday, Sunday or a holiday, payroll will be on the first business day thereafter. Pursuant to this section, "Business Day" is defined as Monday through Friday.

C. Direct Deposit

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

D. Pay Card

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

ARTICLE 4.2 – SPECIFIED WAGE ADJUSTMENTS

A. FY 2021-2022

Effective January 1, 2022, ranges 1 thru 135 on the DSB2 0120 salary schedule 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 \$1,250 to be paid in the pay period following 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

B. FY 2022-2023

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 \$1,000 per employee. Payment shall be made in the pay period including October 1, 2022.

C. 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:

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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 \$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 in the pay period following ratification of the successor MOU as follows:

1. Those employees required to work between 90-100% of their time in-person during the qualifying months as listed above shall receive \$1,250 per surge (for a possible total of \$2,500).
2. Those employees required to work less than 90% of their workday in-person during the qualifying months as listed above, shall receive a percentage of the one-time \$1,250 premium pay equal to the percentage of time they worked in-person. For example, if it’s determined that an employee worked 50% of their time in-person during the initial surge and the secondary surge time periods, they would be eligible to receive a one-time premium payment of \$625 per surge (for a total of \$1,250).
3. The calculation of the percentage of time an employee worked in-person will be determined using the following formula:

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

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 (authorized by the Director of Human Resources), shall be paid at the nearest higher salary in the new range which will provide at least a five percent (5%) increase, except that no increase shall exceed the “E” step of the new range. Salary increases pursuant to this Section shall be effective on the date of appointment, and in the case of promotion or reclassification, a new anniversary date shall be established.

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B. Appointment to a Position in the Same Salary Range or Lower

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

C. Temporary Assignment Pay/Working Out of Class

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

D. Bilingual Pay

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

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

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

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

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

E. Public Information Team (PIT) Incentive Pay

Effective February 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.

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

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

F. Overpayment/Underpayment of Wages

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

ARTICLE 4.5 – ASSIGNMENT PAY

A. Maximum Assignment Pay

No Employee shall receive assignment pay for which the cumulative total, when added to other assignments, exceeds five percent (5%).

B. Assignments

Employees assigned to the following assignments shall be compensated, during the period of assignment, an additional two and one-half percent (2½%) calculated solely from the base rate of pay. All assignments shall be based on operational need. The Department shall determine the required training for each assignment.

1. Dispatch Trainer
2. Tactical Dispatcher
3. Crisis Negotiations Team
4. C.L.E.T.S. Trainer

ARTICLE 4.6 – CLASSIFICATION STUDIES

A. Classification Study

1. AB 846 requires a review and update of all job descriptions for classifications within the Communications Dispatcher Unit 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. Salary review to be conducted upon conclusion of the job description updates.
4. Parties agree to negotiate the implementation of the results of the salary review.
5. It is the intent to implement any salary increases negotiated due to the salary review by 1/1/2022, to offset any negative impacts to employees' pay from the implementation of Articles 4.1 (A)(2) and 5.5 (B).
6. It is the intent to not negatively impact employees through the use of Y-Rating.

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B. Classification Specifications

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

C. Classification Reviews

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

D. Reclassification

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

ARTICLE 4.7 – 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 compensated an additional fifty cents \$.50 per hour for all hours worked between 5:00 P.M. and 7:00 A.M.

B. Night Duty Limitation

Night duty is exclusive of overtime and does not include standby time, or call-back overtime.

ARTICLE 4.8 – PROBATIONARY PERIOD

A. Probationary Period Timeframe

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

B. Reinstatement after Rejection from Probation

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

C. Step Placement

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

CHAPTER 5: FRINGE BENEFITS

ARTICLE 5.1 – HEALTH AND WELFARE

A. Plan Contribution

The County agrees to fund and maintain a health benefit program at the contribution rate of 95% for single member coverage and an additional 50% of the difference for either two-party or dependent coverage using the lowest premium rate CalPERS HMO health plan (excluding Kaiser), 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 95% for single member coverage and an additional 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 (January 1, 2015), County Employees whose spouse or registered domestic partner works for the Madera County Superior Court shall no longer receive the County's 'two-spouse employed rate' and shall be required to choose either the County as the primary employer for health insurance coverage or obtain coverage as a dependent through their Court-employed spouse or registered domestic partner.

D. County Contribution

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

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

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

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ARTICLE 5.3 – EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 5.4 – RETIREMENT

A. CalPERS “Classic Members” Retirement Benefit Formula

The County agrees to maintain a CalPERS contract for Miscellaneous Employees to provide for an enhanced benefit formula of **2.7%@55**, with compensation based on Employee’s single highest year for all Employees hired and/or employed as of December 31, 2012. This retirement formula will also apply to those Employees who are hired on or after January 1, 2013, **and** who are defined as “classic members” pursuant to the California Public Employee Pension Reform Act (Act).

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 7522.36 (a) (d) (e)], with the highest 36-consecutive months as the basis for retirement computation [Government Code Section 7522.32 (a)].

C. Employee Monthly Retirement Contribution Rates

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

D. Military Credit

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

ARTICLE 5.5 – SPECIAL COMPENSATION

A. Longevity Pay

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

B. Longevity Pay Schedule

The Longevity Pay Schedule is as follows:

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

This section shall be effective for new employees upon ratification of the MOU. For current employees, this section shall be effective as of January 1, 2022.

ARTICLE 5.6 – SICK LEAVE

A. Sick Leave Accrual

Employees in the Unit shall be allowed eight (8) hours of 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 Article (F). Upon termination, in addition to their regular compensation, the accrued sick leave balance will be compensated pursuant to Article 5.6 (G).

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.

C. Sick Leave Usage

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

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

D. Verification of Treatment

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

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

F. Conversion of Accrued Sick Leave into Service Credit

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

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

G. Sick Leave Payout at Employee Separation

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

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

H. Integration of Benefits

Employees receiving State Disability Insurance, or Workers' Compensation Temporary Disability Benefits, and/or Social Security Disability Benefits may elect to integrate leave benefits (sick leave, vacation, overtime, holiday compensation) and will be charged the equivalent time off, to the nearest quarter (1/4) hour, to have their gross monthly salary when added to these benefits to equal the

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employee's gross salary when not receiving such benefits, for each day of disability payment until leave balances are exhausted. The average annual hourly rate on the salary table shall be used for this purpose.

I. Use of Sick Leave during Probation Period

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

ARTICLE 5.7 – VACATION

A. Vacation Accrual

The Employer agrees to maintain the current vacation accrual as set forth in Madera County Code Section 2.60.580.

B. Vacation Accrual during 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.

C. Vacation Cash Out Program

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

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

1. Employees may be eligible to cash out up to eighty (80) hours of accrued vacation per calendar year.
2. Eligible employees can cash out accrued vacation hours up to two (2) times per year. The established cash out months are March and November of each calendar year.
3. In order to cash out vacation hours under this section, employees must complete an irrevocable election pre-designating the number of accrued vacation hours (up to eighty (80)) the employee will cash out in the two cash out 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.
4. Any vacation hours accrued in previous calendar years, and vacation hours accrued in the present calendar year which have not previously been designated for cash out pursuant to an election, shall remain in the employee's vacation bank and are not eligible for cash out.

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5. Eligible employees may cash out any combination of hours, up to the pre-designated amount in the employee's election, in March, November, or both, provided that the employee has accrued that amount of hours in the calendar year in which the election is effective. Employees may not cash out less than ten (10) hours in any 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 are defined as those employees who have executed an irrevocable election for the current year and have a minimum of one hundred (100) hours of accrued vacation hours at the end of the pay period preceding the cash out month. For example, an eligible employee must have one hundred (100) hours of accrued vacation as of the end of February to be eligible to cash out hours in March.
7. All cash out hours shall be paid at the employee's hourly rate 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 vacation hours pursuant to this section in the following year.
9. Following submission of an employee's election, the assigned departmental payroll representative shall: 1) ensure that the interested employee meets the minimum eligibility requirements as stated herein; and 2) submit the election form to the Department of Human Resources.
10. Employees eligible to receive a cash out pursuant to this section understand that the Auditor-Controller's Office is obligated to withhold any personal income taxes due pursuant to Federal and State Law, and that the cash out and all other reportable income will be reported and included on participating employees' annual W-2 forms. Employees also understand that they are solely responsible for any personal Federal and/or State income tax obligations associated with participation in the Cash Out Program. The County is not responsible for advising employees about any State or Federal tax obligations, nor is the County responsible for paying any portion of an employee's tax obligation.
11. The cash outs are not defined as Special Compensation pursuant to the provisions of the California Public Employees Retirement System (CalPERS). As a result, cash outs are not subject to the County's or the eligible employee's monthly retirement contribution rate and will not be included as part of final compensation for retirement purposes.
12. All accrued vacation hours in an employee's vacation bank that are not cashed out pursuant to this section shall be available for leave usage and/or for pay out upon separation from employment.

ARTICLE 5.8 – HOLIDAYS

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

New Year's Day, January 1
Martin Luther King, Jr. Day, the third Monday in January
Presidents' Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4

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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 floating holidays may be requested and scheduled in accordance with provisions of Madera County Code Section 2.60.590.

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

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

ARTICLE 5.9 – RETURN TO WORK MEDICAL ASSESSMENT

A. County Assessment

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

B. Scheduling the Assessment

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

C. No Loss in Pay

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

ARTICLE 5.10 – LEAVE WITH PAY

A. Special Leave with Pay

An Employee shall be granted special leave with pay not to exceed a total of 80 hours in any one calendar year to be charged to sick leave in the event of an illness of or preventative care for an Employee’s immediate family member. Immediate family member is defined as the Employee’s spouse, child, parent, registered domestic partner, grandparent, grandchild, sibling, or in-laws. Child may include biological, adopted, foster, step, legal ward, or a child to who the Employee stands in loco

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parentis. The definition of child applies regardless of age or dependency status. Parent may include biological, adoptive, foster, step, legal guardian of the Employee or Employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was minor.

B. Personal Leave with Pay

An Employee may be granted personal leave with pay, not to exceed twenty-four (24) hours in a calendar year to be charged to vacation. If no vacation balance is available, personal leave may be charged to sick leave. No less than one (1) hour of leave shall be granted at any one time, except in cases of emergency. No request for personal leave will be denied by the Department unless the absence will cause an adverse impact upon the functioning of the Department.

ARTICLE 5.11 – BEREAVEMENT LEAVE

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

ARTICLE 5.12 – STATE DISABILITY INSURANCE

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

CHAPTER 6: TERMS AND CONDITIONS

ARTICLE 6.1 – HOURS OF WORK

As a result of the COVID-19 pandemic and resulting local state of emergency, there is currently an abnormally high demand for emergency-related services and low-levels of staffing in the department. In order to provide appropriate staff coverage to meet the increased needs of the public, and to meet changing operational needs, the department shall have discretion to assign employees to either a 10-hour or 12-hour work shift. In either case, the work period will consist of forty (40) hours in a work week, inclusive of mealtime.

If, as a result of changes in departmental operations, it becomes necessary to staff at different hours of work than those set forth above, the department shall notify the unit and provide an opportunity to meet and confer over the necessary change. Nothing in this section 6.1 shall be construed as waiving the department's rights to implement changes to hours of work in response to new or changes in existing emergency conditions, as provided by law.

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ARTICLE 6.2 – REST AND MEAL PERIODS

A. Rest Periods

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

B. Meal Periods

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

ARTICLE 6.3 – OVERTIME

A. Authorization Required

For Employees within the Unit, if, in the judgment of the Department Head, work beyond the normal workday and/or workweek is required, the Department Head may order overtime work. No compensatory time off, pay or other credit shall be given to any Employee for any overtime work not specifically authorized by his or her Department Head or designee.

B. Payment of Overtime

All overtime payments shall be made to covered Employees in the payroll period in which the overtime was earned and eligible for cash payment. All current reporting of overtime shall be modified so as to comply with this Section.

C. Overtime Requirements

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

1. Except in cases of emergency, Employees shall not be required to work overtime unless such overtime has been specifically authorized in advance by the Department Head or designee.
2. Employees required to work overtime shall be compensated by either cash or compensatory time at the Employee's option. The Employee's choice to be paid either by cash or compensatory time is made at the time the overtime is earned. The County may require the utilization of accrued compensatory time by providing at least three (3) days' notice to the Employee.
3. Should an employee move from an overtime eligible position into an overtime exempt position, any accumulated compensation time shall be paid out to the employee at the employee's rate of pay prior to the position change.
4. The Employee shall have a vested interest in being paid for any accumulated compensatory time upon termination of employment for any reason. An Employee shall be paid for accumulated compensatory time at time of termination at the average regular rate received by the Employee during the last three (3) years of employment, or the final regular rate received by the Employee, whichever is higher.
5. When, due to an emergency, an Employee is required to return to work on other than his regularly scheduled workday, the Employee shall be entitled to callback compensation. The County shall compensate the Employee a minimum of two (2) hours overtime compensation

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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. Overtime will be computed at the appropriate rate (straight time or time and one-half) for every hour of overtime worked. Payment for the overtime work shall be calculated based on the Employee's regular rate of pay in effect at the time of payment.

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 standbys shall be approved in advance by the Appointing Authority or designee.

B. Standby Pay

When an Employee is required to stand by, they shall be compensated for such standby time at the rate of one dollar and twenty cents (\$1.20) per hour.

ARTICLE 6.5 – SENIORITY

A. Seniority Clause

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

B. Shift Assignments

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 year, from the initial date of employment as a regular employee.

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 reasonable out-of-pocket expenses for all meals incurred until such time as the Employee is allowed to go home. The three (3) hour overtime requirement shall be waived in cases of emergency call out. Reimbursement of out-of-pocket expenses for meals shall be limited up to the [U.S. General Services Administration's Meals & Incidentals rates](#) of \$17 for breakfast, \$18 for lunch and \$31 for dinner per Employee. Receipts are required for reimbursement of out-of-pocket expenses.

B. Personal Vehicle Usage

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

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C. Uniform Allowance

The Employer agrees to fund a uniform allowance at a rate of \$50.00 per month for Employees in the Communications Dispatcher class series.

If an employee is absent without pay for more than eighty-eight (88) hours during a calendar month, they will not be eligible to receive the uniform allowance payment for that month.

ARTICLE 6.7 – SAFETY

A. Promoting the Prevention of Accidents

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

B. Compliance with Laws and Regulations

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

C. Safety and Health Provisions

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

D. Safety and Health Hazards

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

E. No Retaliation

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

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.

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C. Confidential Nature of Personnel Records

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

ARTICLE 6.9 – EMPLOYEE TRANSFERS

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

CHAPTER 7: PROCEDURES

ARTICLE 7.1 – GRIEVANCE PROCEDURES

A. Grievance Definition

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

B. Adjustment Procedure

Any Employee having any grievance shall proceed as follows:

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

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

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2. Should the immediate supervisor be a party to the grievance, this step shall be waived, and the Employee shall seek adjustment by the next higher authority in the department's chain of command and in accordance with all other provisions of this Section.
3. If the immediate supervisor's response is not satisfactory to the Employee, the Employee may, within five (5) working days, file an appeal to the Department Head. The Department Head shall give the Employee a written response within ten (10) working days.

The County and the Unit may mutually agree to waive steps 1 and 2 and proceed directly to use of the Grievance Advisory Committee (Committee) when an issue is not within Departmental jurisdiction.

4. If the Department Head's response is not satisfactory to the Employee, the Employee may, within five (5) working days, file an appeal to the Director of Human Resources requesting a hearing before the Committee.
 - a. The Committee shall be comprised of one (1) representative selected by the Grievant, one (1) representative selected by the Department Head, and one (1) member of the Civil Service Commission (Commission), selected by the President of the Commission, who shall serve as Chairman, unless delegated. No member of the Committee selected by the Grievant and the Department Head shall be from the Department of the Grievant or have direct involvement with the Grievance in question. Any permanent County employee may serve on the Committee, with the exception that an employee with a pending grievance will not be allowed to sit on the Committee.
 - b. The Committee shall be convened within twenty (20) working days to hear the grievance, unless such provision is waived by mutual agreement of the Grievant and the Department Head.
 - c. The Committee shall render a recommendation within ten (10) working days of the hearing. The Committee will be guided by Rules of Evidence utilized in Administrative Proceedings. Each party, including the Committee will be afforded the opportunity to examine the witnesses. Each party shall have the right to submit pre-hearing briefs which shall include any arguments for the benefit of the Committee.
 - d. The recommendation of the Committee shall be submitted to the Commission for its review and decision. Should the Commission not accept the findings or recommendations of the Committee, a hearing date may be set to review the case. The decision of the Commission shall be final.

C. Timeline Limits

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

ARTICLE 7.2 – IMPASSE PROCEDURES

A. Definition of Impasse

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

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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, the Unit may request that the parties' difference be submitted to a fact-finding panel in accordance with Government Code Section 3505.4 and 3505.5.

ARTICLE 7.3 – REDUCTION IN FORCE

A. Layoffs

Layoffs shall be within each department.

B. 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 a provisional or extra-help status.

C. Provisionals First

Provisionals 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 or 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 within the department.
3. Employee with the greatest seniority County-Wide.

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F. Initial Notification of Tentative Plans for Staff Reduction

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

G. Final Notification of Staff Reduction and Placement on Reinstatement List

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

H. Layoffs and Seniority

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 60 days of separation, will retain the anniversary date held at date of separation.

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

ARTICLE 7.4 – DISCIPLINARY ACTION

A. Representation of Employees

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

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B. Investigations

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

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 shall not exempt the Employee from compliance with attendance.

D. Responsible Representative

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

ARTICLE 7.5 – CIVIL SERVICE CHANGES

A. Job Abandonment

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

B. 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 rather than the Civil Service Commission. In any case, where the County Administrative Officer is directly involved in a disciplinary action, the appeal shall be made to the Civil Service Commission.

C. Termination for Cause

The parties agree that should an Employee be terminated for cause (misconduct), there shall be no opportunity for reemployment with the County. In the unlikely event that the terminated Employee becomes subsequently reemployed with the County, said Employee shall again be terminated and shall only be entitled to payment of any services rendered to the County.

ARTICLE 7.6 – COMPLIANCE WITH MEMORANDUM OF UNDERSTANDING

A. Violation of Agreement Terms

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

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supervisory personnel, the Unit shall enforce the terms of this Memorandum of Understanding on the part of those it represents.

B. Interpretation of Agreement

A dispute or difference of opinion concerning the enforcement of this Memorandum of Understanding by the Employer or the Unit, 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

Elba Gomez

Elba Gomez, Director of Human Resources (Co-Negotiator)

Communications Dispatcher Unit ("Unit")

Allen Dunbar

Allen Dunbar (Oct 14, 2021 16:15 PDT)

Alan Dunbar, Business Representative – OE3

Beronica Garza

Beronica Garza (Oct 27, 2021 09:38 PDT)

Beronica Rodriguez-Garza, Negotiation Team Member