

Memorandum of Understanding
By and Between
the County of Madera
and the
Mid-Management Employees of Madera County
July 1, 2021 –June 30, 2024

Memorandum of Understanding - Mid-Management Unit

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CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1.1 – INTRODUCTION

A. Preamble

This Memorandum of Understanding (MOU), made and entered into this 10th day of May, 2022, by and between the County of Madera ("County") and the Mid-Management Association of Madera County ("MMAMC"), 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 the MMAMC.

B. Term of MOU

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. Scope of Agreement

This shall constitute the full and complete MOU 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 contract must be signed in writing by the parties.

ARTICLE 1.2 – RECOGNITION

A. Association Recognition

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

B. Bargaining Unit

1. Representation

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

2. Association Discrimination

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

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C. Unit Classifications

The Employer hereby recognizes the MMAMC as the only organization entitled to meet and confer on matters within the scope of representation for the classifications in Attachment "A".

D. Mutual Obligation

The MMAMC 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 MOU.

E. Notice to Employees

The Employer shall notify each new Employee of the existence of the MMAMC by providing a pamphlet which will be furnished by the MMAMC.

F. Definitions

1. Employer

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

2. MMAMC

The term "MMAMC" as used herein shall refer to the Mid-Management Association of Madera County.

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 Mid-Management 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 MOU, the term "Appointing Authority" shall be synonymous with the term "department head".

ARTICLE 1.3 – EQUAL EMPLOYMENT OPPORTUNITY

A. Non-Discrimination by the County

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, political or union affiliation, religious opinions, 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 the MMAMC.

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, unless otherwise specified herein, shall be entitled to all benefits conferred and shall observe all obligations engendered.

B. County Policies

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

- [Catastrophic Leave Program](#)
- [Computer and Systems Usage Agreement](#)
- [Continuing Education Reimbursement](#)
- [Dress Code](#)

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

1. 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.
2. Code of Ethical Conduct – Behavioral Health Services.

C. Fingerprinting/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, 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 livescan to determine if they have state and/or federal convictions.
2. 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:
 - If the current employee can be transferred to another assignment within the County Clerk-Recorder's Office; or
 - If the current employee can be transferred to another department within the County; or
 - If the County-Clerk Recorder, as the appointing authority, is required to proceed with termination of the employee
4. The Bargaining Units' Association President shall be notified if any employee has a criminal record as identified by the DOJ fingerprint livescan.

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5. There shall be no automatic termination of a current employee who has a livescan 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, he/she shall retain all rights afforded to public sector employees pursuant to *Skelly v. State Personnel Board (1975) 15 Cal.3d 194*.

D. Severability

The provisions of this MOU are declared to be severable and if any 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 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 notwithstanding the invalidity of any part.

Should any portion of this MOU 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. Reopeners 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 Section 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 a vesting schedule. The parties anticipate the enactment of future legislation allowing the County to adopt such a vesting schedule.
3. During the term of this agreement, the County may reopen Section 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.
4. Negotiations regarding a possible review of Article 4.1-Salary may be reopened by the request of either party once per fiscal year in the month of October during the term of this MOU.

F. Exchange of Information

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

G. Ratification

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

ARTICLE 2.2 – NOTIFICATION

A. Employee Listing

The County agrees to provide the exclusive representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the County, and home addresses of newly hired employees within 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 at least every one hundred and twenty (120) days.

B. Scope of Representation

The MMAMC 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 non-cash recognition to an employee, or employees, and the recognition does not exceed a value of two hundred dollars (\$200) per employee in any given calendar year, the employer will notify the MMAMC, however under such circumstances there shall be no obligation to meet and confer.

C. Notification of Unit Existence

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

ARTICLE 2.3 – EMPLOYEE REPRESENTATIVES

A. In General

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

The MMAMC may select one (1) Employee representative and one (1) alternate representative for each department, not to exceed a total of eight (8), where Employees covered by this MOU are normally assigned.

B. Access to Bulletin Boards

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

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C. Grievance Representation

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

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

D. Disciplinary Action Representative

Any Employee has the right to have an MMAMC representative represent them at all stages of disciplinary action. A representative of the MMAMC 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.

E. Association Representative

In addition to their regularly assigned work, the MMAMC 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 safety violations.

F. Bargaining Representation

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

G. Representation Rights and Responsibilities

All Employees in the Mid-Management Unit shall be allowed, subject to lawful limitations as may be prescribed in the MMAMC'S Bi-Laws, full voice, vote, and influence on positions and proposals of the MMAMC.

H. Release Time

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

1. Attendance at meetings of disciplinary nature when presence is requested by the Employee.
2. Attendance at meetings with management at either the departmental or County level.
3. Attendance at new employee orientation.
4. Meet and confer session.
5. Attendance at meetings when requested by the Board and/or Commissions that affect wages, hours, and working conditions of Employees represented by this MOU.
6. Testifying or appearing as the designated MMAMC 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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I. 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 the Association with an annual or other periodic schedule of new employee orientations when available. Such notification shall meet the '10-day notice' requirement.

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

The exclusive representative will provide the Department of Human Resources with the name of the employee representative who will attend the orientation, on behalf of MMAMC, 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 MMAMC 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 MMAMC.

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

B. Certification

The changes in the MMAMC 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. Indemnification

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

D. Refund to Employer

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

CHAPTER 3: COUNTY RIGHTS

ARTICLE 3.1 – MANAGEMENT RIGHTS

The Employer retains the exclusive right to manage the County. All the rights, powers, functions, and authority of the Employer which it had prior to the time the MMAMC 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 in the County on the effective date of this MOU and not otherwise mentioned in Article 3.1 are retained by the County unless explicitly waived by the County, by Resolution, or by a 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 "[MB2 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, identified in "MB2 0120".

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

The classifications within this bargaining unit where there are Employees impacted by implementation of this section will have their current salary range moved to the new salary range identified in the table in Attachment B to offset any negative impacts from the implementation of this section. 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.

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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 to those Employees who do not wish to have their monthly pay electronically submitted via direct deposit to a financial institution.

ARTICLE 4.2 – ONE-TIME STIPEND

FY 2021-2022

Ranges 1 thru 133 on the MB2 0120 salary schedule shall be eliminated as these ranges fall 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 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.

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 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.

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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 PAY

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 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 (1st Surge) and during the secondary surge of the pandemic, specifically during the months of October 2020 through January 2021 (2nd Surge). Premium pay shall be paid to the Employee as follows:

1. Those Employees required to work between ninety and 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 receive a one-time premium payment of six hundred and 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:

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

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

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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

When it has been determined an Employee must perform duties of a higher level of responsibility due to an extended vacancy or absence of a superior in a higher classification, the County shall consider additional compensation for the added responsibilities.

C. Bilingual Pay

Bilingual Pay shall be paid at the rate of sixty-five dollars (\$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.

D. Retention Bonus for Classifications Designated as Hard-to-Recruit (One-time payment)

Employees within the below identified hard-to-recruit positions within the Department of Behavioral Health Services, Department of Public Health and Department of Public Works will be eligible for a one-time payment of two thousand five hundred dollars (\$2,500) to assist in retaining qualified employees. The Retention Bonus shall be paid in the month following the ratification of the MOU.

If the employee transfers or voluntarily demotes to another position or department, resigns from their employment with the County or they are terminated by the County for just cause prior to completing twelve (12) months of continuous employment following the date they are paid the Retention Bonus, the employee agrees to repay a pro-rata share of the **Retention Bonus** based on unworked months remaining of the twelve (12) month period. In the event that the employee separates or is terminated from employment, the employee agrees to have the balance owing deducted from their final paycheck. Employees will also acknowledge that any balance still owed to the county after deduction from their final paycheck must be repaid to the County. Repayment must be made within sixty (60) days of an employee's transfer/voluntary demotion or resignation/termination of employment.

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The classifications identified as hard-to-recruit are:

1. Supervising Licensed Utility Worker
2. Supervising Mental Health Clinician
3. Supervising Public Health Nurse
4. Deputy Director – Clinical & Nursing Services

E. Monthly Incentive Pay for Employees in Classifications Designated as Hard to Recruit – Departments of Behavioral Health Services (BHS) and Public Health (PH)

Mid-Management Unit employees in BHS and PH in the classifications identified below as hard-to-recruit shall be paid an additional two and a half percent (2.5%) monthly incentive pay. The two and a half percent (2.5%) incentive pay will be paid to Employees beginning the month after ratification of the successor MOU until thirty (30) days following the conclusion of the Classification and Compensation Study. The incentive pay shall be calculated from the Employee's base rate of pay.

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

The classifications identified as hard-to-recruit are:

1. Supervising Mental Health Clinician
2. Supervising Public Health Nurse
3. Deputy Director – Clinical & Nursing Services

F. Monthly Incentive Pay for Employees in the Departments of Behavioral Health Services' (BHS) & Social Services' (DSS) Regularly Assigned in Oakhurst

Due to the current turnover rate and staffing needs within the Oakhurst facility, the County will compensate BHS & DSS Employees within the Mid-Management 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 conclusion of the Classification and Compensation Study. The incentive pay will be calculated from the Employee's base rate of pay.

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

G. Public Information Team (PIT) Incentive Pay

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

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.

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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.

H. Engineering Incentive

Employees in the following classifications who obtain and maintain valid licensure with the California Department of Consumer Affairs/Board for Professional Engineers, Land Surveyors and Geologists as a Professional Civil Engineer are eligible to receive a seven and a half percent (7.5%) monthly incentive in recognition of the specialized skill set required to obtain such licensure:

1. Deputy Public Works Director (excluding the Deputy Public Works Director-Administrative Services)
2. Development Services Engineer
3. Supervising Civil Engineer

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

The seven and a half percent (7.5%) monthly incentive is defined as Special Compensation pursuant to the provisions of the California Public Employees Retirement System (CalPERS). As a result, the incentive is subject to the County's and the employee's monthly retirement contribution rate and will be included as part of final compensation for retirement purposes.

I. CA Department of Food and Agriculture Certification Differential

Employer will provide a differential of five percent (5%) to employees in the classes of Assistant Agricultural Commissioner or Deputy Agricultural Commissioner when they have obtained a valid "Deputy County Sealer of Weights and Measures" certificate from the California Department of Food and Agriculture.

J. Child Protective Services/Adult Protective Services Differential

1. Employees in the classifications of Social Worker Supervisor I/II and Program Manager, assigned to perform emergency response as their **primary** assignment in the Emergency Response Unit, shall be paid ten percent (10%) calculated from the Employee's base rate of pay for the duration of the assignment.
2. Employees in the classifications of Social Worker Supervisor I/II and Program Manager, assigned to Child Protective Services (CPS) and Adult Protective Services (APS) whose primary assignment is not in the Emergency Response Unit, but may be called upon to perform

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CPS/APS response duties, shall be compensated a differential of five percent (5%) calculated from the Employee's base rate of pay for the duration of the assignment.

K. Licensed Clinical Social Worker (LCSW) Incentive Pay

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

L. Monthly Water/Wastewater Certification Incentive Pay for Public Works

Employees in the Mid-Management Unit who either manage Employees within Special Districts or who are required to possess a valid Wastewater Treatment Plant Operator Certificate and Water Treatment and Distribution Certifications issued by the State Water Resources Control Board, shall receive monthly certification incentive for certification obtained over that which is required as a minimum qualification for the position the Employee holds. The required certification for a specific position shall not be used to receive the monthly certification incentive. If an Employee holds multiple certifications over and above the minimum certification required for their position, the certification incentive with the highest rate shall be paid as identified below plus an additional one hundred dollars (\$100) for each subsequent certification.

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

The monthly certification incentive shall be paid as follows:

Wastewater Certification:

- Grade I = \$200
- Grade II = \$250
- Grade III = \$300
- Grade IV = \$350
- Grade V = \$400

Water Distribution Certification:

- DI = \$150
- DII = \$200
- DIII = \$250
- DIV = \$300
- DV = \$350

Water Treatment Certification:

- TI = \$150
- TII = \$200
- TIII = \$250
- TIV = \$300
- TV = \$350

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

BHS will pay new employees within the Mid-Management Unit who are hired to work in the Oakhurst Department of Behavioral Services a one-time (per new hire) **Recruitment Bonus** in the amount of one thousand dollars (\$1,000) within thirty (30) days of their start date (the “**Recruitment Bonus**”).

If (i) the member transfers to another location or department, resigns from their employment with the County and such resignation does not constitute a Resignation for Good Reason or (ii) the employee is terminated by the County for just Cause, prior to completing twelve (12) months of continuous employment at the Oakhurst location following their start date, the Employee shall repay a pro-rata share of the Recruitment Bonus based on unworked months remaining of the twelve (12) month period. In the event that the Employee separates or is terminated from employment, the Employee agrees to have the balance owing deducted from their final paycheck. Employees will also acknowledge that any balance still owed to the county after deduction from their final paycheck must be repaid to the County. Repayment must be made within sixty (60) days of the Employee’s transfer or resignation/termination of employment.

N. Hazardous Waste Endorsement and Applicator License Bonus

Mid-Management unit employees who hold a Hazardous Waste Endorsement and/or an Applicator License at the time of ratification of the MOU will receive a one-time bonus of three hundred dollars (\$300). The one-time bonus shall be paid in the month following the ratification of the MOU.

O. Overpayment/Underpayment

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

ARTICLE 4.5 – CLASSIFICATION STUDIES

A. Classification Study – Peace Officer/Peace Officer Related Classifications

1. AB 846 requires a review and update of all job descriptions for classifications that are Peace Officer and 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. 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 not to negatively impact employees using Y-rating.

B. Classification and Compensation Study – All other Classifications

1. Job descriptions review and updates to be completed by outside agency.
2. Salary review to be conducted upon conclusion of the job description review/updates.
3. Parties agree to negotiate the implementation of the results of the salary review.

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C. Classification Specifications

If during the term of this MOU, classification specifications are created or deleted for classes within the Mid-Management Unit, the Employer agrees to discuss with the MMAMC the proposed adoption or deletion of such classification specifications and meet and confer on proposed salary ranges.

D. Classification Review

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

E. Reclassification

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

F. Corrections' Classification Specifications and AB 2197

The Mid-Management Unit supported AB 2197, effective January 1, 2019, whereby upon resolution by the County of Madera Board of Supervisors, custodial officers employed by the Madera County Jail are authorized to perform the duties set forth in Penal Code 831.5(i) in a facility located in Madera County. The parties agree to the following:

1. The Mid-Management Unit members support the implementation of AB 2197 as set forth in [Resolution 2019-059](#) of the County of Madera Board of Supervisors authorizing custodial officers employed by the County Department of Corrections to perform additional duties as authorized by Penal Code section 831.5 and AB 2197.
2. The job specifications for Mid-Management Unit members who are employed in the affected classifications will be modified, at a minimum, to include the performance of duties authorized by the Madera County Board of Supervisors.
3. Penal Code section 831.5(k) does not assert that the duties of custodial officers are equivalent to the duties of deputy sheriffs and does not affect the ability of the County of Madera to negotiate pay that reflects the different duties of custodial officers and deputy sheriffs.
4. Any future need to meet and confer may be sought in writing, from either party.

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 four dollars and fifty cents (\$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.

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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.

ARTICLE 4.7 – PROBATIONARY PERIOD

A. Probationary Period Timeframe

An Employee appointed from an eligible list to a permanent classification in the Mid-Management Unit 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%) 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. Since the Anthem HMO Select Plan has limited coverage in the Fresno/Madera areas, and to limit the negative impact this will have on County 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.

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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.

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 MMAMC.

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

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

B. Life Insurance

The County agrees to provide members of the Mid-Management Unit a ten thousand dollars (\$10,000.00) term life insurance policy.

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 three (3) visits each six (6) months.

ARTICLE 5.4 – RETIREMENT

A. CalPERS "Classic Members" Retirement Benefit Formula

1. Miscellaneous:

For Employees hired on or before December 31, 2012, 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 the Employee's single highest year. 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).

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2. Safety:

For all Employees hired in the class of Correctional Lieutenant on or before December 31, 2012, the County agrees to maintain the CalPERS 3% @ 55 local safety retirement formula with compensation based on Employee's single highest year. 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

1. Miscellaneous:

Pursuant to the Act, the Employer is required to offer and maintain the CalPERS 2%@62 Miscellaneous retirement formula for all "New Employees", or new members hired on or after January 1, 2013 [Government Code Section 7522.25 (a) (d) (e)], with the highest 36-consecutive months as the basis for retirement computation [Government Code Section 7522.32 (a)].

2. Safety:

Pursuant to the Act, the Employer is required to offer and maintain the CalPERS 2.7%@57 local safety retirement formula for all "New Employees" hired on or after January 1, 2013 [Government Code Section 7522.25 (a) (d) (e)], with the highest 36-consecutive months as the basis for retirement computation [Government Code Section 752232 (a)].

C. Employee Monthly Retirement Contribution Rates

1. Miscellaneous:

All Employees who are defined as "classic members" pursuant to the Act are responsible for payment of the eight percent (8%) Employee contribution rate of salary to CalPERS for the 2.7%@55 retirement benefit formula. All Employees who are defined as "New Employees" pursuant to the Act are responsible for payment of the 6.25% (or another % as determined by CalPERS) Employee contribution rate of salary to CalPERS for the 2%@62 retirement benefit formula. There is no provision for an Employer paid member contribution (EPMC).

2. Safety:

All Employees in the class of Correctional Lieutenant who are defined as "classic members" pursuant to the Act shall be responsible for payment of the nine percent (9%) Employee contribution rate of pay to CalPERS for the 3%@55 retirement formula. All Employees who are defined as "New Employees" pursuant to the Act are responsible for payment of the ten percent (10%) (or another % determined by CalPERS) Employee contribution rate of salary to CalPERS for the 2.7%@57 retirement formula. In either case ("classic members" or "New Employees"), there is no provision for an Employer paid member contribution.

D. Resource Management Agency/Public Works/Community and Economic Development Reorganization and EPMC:

The incumbent who held the position of Fire Marshal as of August 31, 2014, and who was subsequently reallocated to the position of Deputy Director of Community and Economic Development-Building and Fire Safety will continue to receive eight percent (8%) EPMC (pursuant to Government Code § 20691) for the duration of their tenure in the above-referenced Deputy Director

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classification. The incumbent is defined as a ‘classic’ member under the CalPERS retirement system and is therefore eligible to continue receiving the EPMC.

The EPMC shall only continue for the duration of the incumbent’s tenure in the above-referenced Deputy Director classification, and any future new hires into the classification, will not be eligible for an EPMC.

E. Military Credit

The County will maintain the current contract provision with California Public Employees Retirement System that provides an option for Employees to purchase military service credit at the Employee’s expense, and as allowed under California’s 2013 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 Employee’s base rate of pay. Longevity pay shall become effective the first pay period following the Employee reaching the corresponding years of continuous full-time, satisfactory service benchmark.

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 upon ratification of the MOU for all Employees.

ARTICLE 5.6 – STATE DISABILITY INSURANCE

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

ARTICLE 5.7 – SICK LEAVE

A. Sick Leave Accrual

Employees shall be allowed one (1) 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 Article 5.6 (G) below. Upon termination, in addition to their regular compensation, accrued sick leave balance will be compensated pursuant to Article 5.7 (H).

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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. Crediting Sick Leave

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

D. Sick Leave Usage

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

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

E. 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 Employee's absence on sick leave or for all absences for consultation or treatment. Verification (such as an e-mail, website screenshot, fax, etc.) of an in-person, telephonic or other virtual consult/treatment session shall suffice as evidence pursuant to this section.

F. Exceptions

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

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

G. Conversion of Accrued Sick Leave into Service Credit

Effective March 2020, current and prospective County Employees who retire from County service shall have all unused accrued sick leave hours converted to CalPERS service credit.

If the employee is at maximum CalPERS service credit at the time of retirement, all unused accrued sick leave hours shall be paid out pursuant to the sick leave payout 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

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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.

H. Sick Leave Payout at Employee Separation

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

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

I. Integration of Benefits

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

J. Use of Sick Leave during Probationary Period

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

ARTICLE 5.8 – VACATION LEAVE

A. Vacation Accrual

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

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Years of Service	Accrual Rate
0 - 1	6.67 hours per 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

B. Vacation Accrual While on a Leave Without Pay

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

C. Crediting Vacation Accruals

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

D. Usage of Vacation When Over the Vacation Cap

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

Individual Employee vacation balances in effect as of June 30, 2013, became the new maximum cap and Employees shall not earn or accrue additional vacation hours until such time as their balances are at or below three hundred and sixty (360).

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

E. Vacation Cash Out Program

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

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

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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 (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.
4. Any vacation hours accrued in previous calendar years, and vacation hours accrued in the present calendar year which have not previously been designated for cash out pursuant to an election, shall remain in the Employee's vacation bank and are not eligible for cash out.
5. Eligible Employees may cash out any combination of hours, up to the pre-designated amount in the Employee's election, in March, November, or both, provided that the Employee has accrued that amount of hours in the calendar year in which the election is effective. Employees may not cash out less than ten (10) hours in any 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 (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 vacation hours pursuant to this section in the following year.
9. Following submission of an Employee's election form, the assigned departmental payroll representative shall: 1) ensure that the interested Employee meets the minimum eligibility requirements as stated herein; and 2) submit the election form to the Department of Human Resources.
10. Employees eligible to receive a cash out pursuant to this section understand that the Auditor-Controller's Office is obligated to withhold any personal income taxes due pursuant to Federal and State Law, and that the cash out and all other reportable income will be reported and included on participating employees' annual W-2 forms. Employees also understand that they are solely responsible for any personal Federal and/or State income tax obligations associated 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.

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11. The cash outs are not defined as Special Compensation pursuant to the provisions of the California Public Employees Retirement System (CalPERS). As a result, cash outs are not subject to the County's or the eligible Employee's retirement contribution rate and will not be included as part of final compensation for retirement purposes.
12. All accrued vacation hours in Employee's vacation bank that are not cashed out pursuant to this section shall be available for leave usage and/or for pay put upon separation from employment.

ARTICLE 5.9 – MANAGEMENT LEAVE

Designated Employees within the Mid-Management Unit shall receive seven and a half (7 1/2) days (60 hours) annual paid management leave which may be taken, with approval of the department head, separate from or in conjunction with other established leave balances. Management leave shall be separate and distinct from accrued vacation and shall not be accumulated from one fiscal year to the next or paid out at termination.

ARTICLE 5.10 – HOLIDAYS

The following days are established as holidays for Employees of the Mid-Management Unit:

New Year's Day, January 1
Martine Luther King, Jr. Day, 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. Floating Holidays will be scheduled in accordance with the provisions of Madera County Code Section 2.60.590.

In addition, any day specified as a holiday 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 5.11 – 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 preventive care for

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an Employee's family member. Family member is defined as the Employee's spouse, child, parent, registered domestic partner, grandparent, grandchild, or sibling. Child may include biological, adopted, foster, step, legal ward, or a child to who the Employee stands in loco parentis. 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.

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 four (4) hours of leave shall be granted at any one time, except in cases of emergency. No request for personal leave will be denied by the Department unless the absence will cause an adverse impact upon the functioning of the Department.

ARTICLE 5.12 – BEREAVEMENT LEAVE

Employees will be entitled to three (3) days (twenty-four (24) 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 (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 member" 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 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

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

B. Alternate Work Schedule

A previously approved work schedule including a 4/10 workweek; "Quiet Time;" and "Flex Time" which has been implemented upon the mutual agreement of the County and the MMAMC, shall continue unless mutually agreed in writing between the County and MMAMC.

C. Flexible Workday Schedule

A Flexible Workday Schedule (FWS) may be implemented upon mutual agreement of the respective Department Head and MMAMC, with final approval by the County Administrative Officer (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.

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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 MMAC 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 MMAMC 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 MMAMC.

D. Public Works Department 4/10 Work Schedule

To optimize the hours of operations for specialized projects, or jobs that require significant mobilization efforts, the Department of Public Works-Road Division may require Employees to work four (4), ten (10) hour days (excluding mealtime), in each workweek ("4/10 Work Schedule") when operationally feasible. The 4/10 Work Schedule process is identified below.

1. The 4/10 Work Schedule may impact the following job classifications that are assigned to work crews that perform specialized services:
 - Road Construction and Maintenance Supervisor
 - Senior Traffic Sign Worker
 - Traffic Sign Supervisor
 - Any classification that may be developed that is determined by the Director of Public Works to be assigned to the Road Maintenance and Operations Division.
2. Employees within the specialized work crew required to work the 4/10 Work Schedule and shall be subject to the following:

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- a. Work Period: The 4/10 Work Schedule shall start on the closest full week on or after May 1 of every year and shall terminate on the closest full week of October 1 of every year. The 4/10 Work Schedule may begin earlier or be extended at the discretion of Management to enhance the operations of the department.
- b. Workdays: The working days within the 4/10 Work Schedule will normally be Monday through Thursday, with Friday as the non-workday, but the schedule will revert back to the normal eight (8) hour days for the weeks that include Labor Day and Memorial Day holidays.

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

- c. Work Hours: The hours of the Employees working the 4/10 Work Schedule shall consist of forty (40) hours within the defined work period (12:01 am, Monday through midnight Sunday) and include four (4), ten (10) hour days with a scheduled one-half (1/2) hour lunch period. The normal standard working hours for the Road Maintenance Division will be from 6:00 am until 4:30 pm.
3. Employees assigned to the 4/10 Work Schedule shall, to the extent possible, schedule planned sick leave, such as elective medical procedures, doctor/dental appointments, etc., on regularly scheduled days off.
 4. Except for extraordinary circumstances, the County agrees to provide the Employee with a two (2) week notice for operational changes that will result in the Employee's return to a traditional work schedule.
 5. Impact to Vacation and Sick Days, and Holidays: Employees assigned to work the 4/10 Work Schedule will need to utilize ten (10) hours of accrued vacation or sick leave for each day of absence.

For County Holidays observed (which are the equivalent to eight (8) hours of pay), Employees assigned to work the 4/10 Work Schedule will need to utilize two (2) hours of accrued time from the appropriate 'leave Bank' (e.g., Vacation, Comp., Holiday Comp., etc.) to equate to the ten (10) hour day.

If the Employee works on a Holiday, they will receive the appropriate number of holiday comp. hours on the books, as well as receipt of entitled pay, consistent with provisions outlined in this Memorandum.

6. The 4/10 Work Schedule will have an evaluation period comprised of two (2) ninety (90) day periods. During the first ninety (90) day evaluation period, the County or the MMAMC 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 MMAMC in writing of the decision.

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Upon successful conclusion of the second ninety (90) day evaluation period, any change in the 4/10 Work Schedule will require a meet and confer with MMAMC.

ARTICLE 6.2 – REST PERIODS

A. Rest Periods

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

ARTICLE 6.3 – OVERTIME

A. Classifications Receiving Overtime

All classifications receiving time and one-half are listed in Attachment 'A'.

B. Overtime Requirements

Overtime work for Employees within the Mid-Management 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.
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 Employee may utilize accrued compensatory time by providing at least three (3) days written notice to the Employer.
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. 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.
5. 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.
6. 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.

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- 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 and included in the regular salary check for the pay period in which it was worked. 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.

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 County Administrative Officer or their 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.

ARTICLE 6.5 – 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 seventeen dollars (\$17.00) for breakfast, eighteen dollars (\$18.00) for lunch and thirty-one dollars (\$31.00) for dinner per Employee. Receipts are required for reimbursement of out-of-pocket expenses.

B. Personal Vehicle Usage

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

C. Required Uniform – Public Works Department

Effective with this MOU, if any Public Works Employees are required to wear uniforms, they shall be provided by the County.

D. Uniform Allowance

- A Uniform Allowance of twenty-five dollars (\$25) per month for those Employees working in a 'Field' assignment in the Department of Behavioral Health Services.
- A Uniform Allowance of forty-five dollars (\$45) per month for the following classes:
 - Correctional Lieutenant
 - Assistant Director of Corrections

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3. A Uniform Allowance of fifty dollars (\$50) per month for the following class:
 - Supervising Communications Dispatcher
4. A Uniform Allowance of seventy-five dollars (\$75) per month for the following class:
 - Supervising Animal Services Officer

Employees who receive this uniform allowance, with the exception of the Supervising Communications Dispatcher, are required to wear such uniform each day during their customary duties.

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.

E. Safety Footwear Allowance

Public Works Employees within the Mid-Management Unit required to wear safety footwear will be eligible for reimbursement of up to one hundred dollars (\$100) per calendar year with the submission of a receipt.

F. Fees for Dues, Licenses, Registration and Certifications Required of a Class

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

ARTICLE 6.6 – SAFETY

A. Promoting the Prevention of Accidents

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

B. Compliance with Laws and Regulations

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

C. Safety and Health Provisions

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

D. Safety and Health Hazards

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

E. No Retaliation

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

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F. 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 6.7 – 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 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 central and departmental 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 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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F. Employee's Medical Records

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

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

ARTICLE 6.8 – EMPLOYEE TRANSFERS

A. Transfers

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, the names of Employees requesting transfer shall be submitted for consideration along with the certification of names from an eligibility list. The Employee's current department cannot unreasonably deny a transfer request.

B. Requests for Reassignment

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

ARTICLE 6.9 – MERIT SYSTEM/CIVIL SERVICE COMMISSION

A. 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.

B. Employment Rights Appeals

Employment Rights Appeals are defined as actions taken against Employees and are appealable to the State Personnel Board. These actions include but are not limited to involuntary demotion, dismissal, suspension, medical termination or transfer, automatic resignation, reduction in pay for disciplinary reasons, grievances involving discrimination or political affiliation.

C. Social Services and Child Support Interagency Merit System

Employees with permanent status and employed in the Child Support and Social Services Departments 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.

D. 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 of the Madera County Code regarding dismissal, suspension, or reduction in rank.

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 MMAMC of a violation of this Agreement, terms, or conditions of employment, or established rules, past practices.

B. Adjustment Procedure

Any Employee having any grievance shall proceed as follows:

A written grievance must be filed within ten (10) working days from the time the 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.
2. 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.
3. The County and the MMAMC 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. No member of the Committee selected by the Grievant and Department Head shall have direct involvement in the grievance in question.
 - b. The Grievance Advisory Committee shall be convened within twenty (20) working days to hear the grievance.

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- c. The Grievance Advisory Committee shall render a recommendation within ten (10) working days of the hearing.
- d. The recommendation of the Committee shall be submitted to the Civil Service Commission for its review and decision. Should the Commission not accept the findings or recommendations of the Grievance Advisory Committee, a hearing date may be set to review the case. The decision of the Commission shall be final.

C. Timeline Limits

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

ARTICLE 7.2 – IMPASSE PROCEDURES

A. Definition of Impasse

"Impasse" means that the Representatives of the County and the MMAMC have reached a point in their meeting and conferring in good faith where their differences on matters to be included in the 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, the MMAMC 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.

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B. Layoffs within Designated Class Only

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

C. Provisionals First

Provisionals shall be laid off first.

D. Layoff Based on Total Actual Time Worked

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

E. Breaking Ties

When two (2) or more Employees have the same total full-time equivalent work in the class for the County, the tie shall be broken, and preference given in the following order:

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

F. Initial Notification of Tentative Plans for Staff Reduction

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

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 MMAMC.

H. Voluntary Layoff

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

I. Health Insurance Coverage at Time of Layoff

Health insurance coverage and benefit provisions shall remain in full force as provided by the contractual provisions of the health plan in effect while the employee remains on the eligibility list as outlined elsewhere in this MOU. The Employee will be required to pay the monthly premium of the plan.

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J. Layoff Severance

1. Accrued Vacation Leave:

Vacation pay accrued shall be distributed immediately to the Employee upon termination by involuntary layoff. The laid off Employee may elect to maintain their vacation balance during the two (2) year reinstatement period following the date of layoff. If, at the end of the two (2) year reinstatement period, reinstatement has not been offered, payment for the vacation balance will be calculated at the hourly rate of pay at the time of layoff.

2. Accrued Sick Leave:

Sick leave pay accrued shall be distributed immediately to the Employee upon termination. An Employee involuntarily laid off may elect to maintain their sick leave balance during the two (2) year reinstatement period following the date of layoff. If at the end of the two (2) year reinstatement period, reinstatement has not been offered, payment for the unused sick leave eligible for payment will be calculated at the hourly rate of pay at time of layoff.

K. Use of Management Leave

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

L. Demotion in Lieu of or After Layoff

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

1. An Employee designated to be laid off may elect to be demoted to a lower class in the same series of classes provided that such demotion shall not result in the layoff or demotion of any Employee in the lower class.
2. An Employee who has been laid off may be placed on a reinstatement eligible list for a lower class in the same series of classes at their request. Their name shall be placed on such list after names of Employees laid off from positions in that class.
3. Demotions and appointments resulting from (1) and (2) above shall in no way affect the Employee's position on a reinstatement eligible list for the class from which they were laid off.

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

Employees appointed to a position of the same salary range or to a position of a lower range than previously occupied as a result of a transfer, downward classification, or voluntary demotion, shall be paid at the step providing the closest 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.

N. Reinstatement After Layoff

Employees laid off will be subject to the following:

1. Employees laid off in accordance with the MOU 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.

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2. Appointment from reinstatement eligible lists shall be for a probationary period of twelve (12) months except that an Employee appointed from such reinstatement list to a position in a class in a department from which they were laid off under the provisions of Rule 7.2 of the Civil Service Rules shall not be subject to a probation period and such Employee shall have the same status they held at the time of their layoff.
3. Such Employees shall have an absolute right only to reappointment to vacant positions in the same class and in the same department from which they were laid off. In all other instances, they shall be certified from the reinstatement list in accordance with the Civil Services Rules and shall be subject to a new probationary period.
4. If an Employee whose name is on the reinstatement eligible list has been involuntarily laid off from a position in the class and in the department for which certification is requested their name alone shall be certified.

ARTICLE 7.4 – DISCIPLINARY ACTION

A. Representation of Employees

The Employer recognizes that employees in the Mid-Management Unit may be represented by the MMAMC in their Employer-Employee relationship with the County.

B. Investigations

Any Employee whose presence is requested by Management to investigate, discuss, or review an action of the Employee likely to lead to discipline, has a right to be represented by an Officer, Director, or designated representative of the MMAMC.

C. Discussion of Evaluation and Work Performance

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

D. Responsible Representative

The presence of a responsible representative of the Employee's own choosing shall satisfy the requirements of this section.

ARTICLE 7.5 – CIVIL SERVICE CHANGES

A. Termination for Cause

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

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

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This provision does not apply to probationary Employees. All County rules and applicable MOU provisions governing probationary Employees shall not be affected by this section.

This provision shall not be applied retroactively. It shall only apply to terminations (as defined above) that are served and effectuated by the Department Head/Appointing Authority after the effective date of this MOU.

ARTICLE 7.6 – 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 the MMAMC 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 such unauthorized persons in compliance with the terms of this MOU.

Individuals acting or conducting themselves in violation of the terms of this MOU shall 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; the MMAMC shall enforce the terms of this MOU on the part of its members.

B. Interpretation of Agreement

A dispute or difference of opinion concerning the enforcement of this MOU by the Employer or the MMAMC, 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, Co-Negotiator

Mid-Management Association of Madera County ("MMAMC")

Chris Aguirre

Chris Aguirre, President

JOSEPH ARNOLD

Joe Arnold, Business Representative

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ATTACHMENT A – MID-MANAGEMENT UNIT CLASSIFICATIONS

<i>Classification</i>	<i>Salary Range</i>	<i>FLSA Designation</i>
Account Clerk Supervisor I (MSS)	200	Exempt-ML
Account Clerk Supervisor II (MSS)	230	Exempt-ML
Administrative Analyst I	228	Exempt-ML
Administrative Analyst II	258	Exempt-ML
Assistant Behavioral Health Services Director	369	Exempt-ML
Assistant Corrections Director	358	Exempt-ML
Assistant Public Health Director	399	Exempt-ML
Behavioral Health Program Supervisor	251	Exempt-ML
Behavioral Health Services Division Manager	333	Exempt-ML
Building Crafts & Maintenance Supervisor	248	1 ½ eligible
Chief Deputy Public Guardian/Conservator/Public Administrator	256	Exempt-ML
Chief Deputy Tax-Collector-Treasurer	315	Exempt-ML
Child Support Program Manager (MSS)	310	Exempt-ML
Child Support Supervisor (MSS)	241	Exempt-ML
Clerk/Recorder Elections Education & Outreach Coordinator	258	Exempt-ML
Community Health Education Director	291	Exempt-ML
Correctional Lieutenant	328	Exempt-ML
Correctional Records Supervisor	215	1 ½ eligible
Deputy Agricultural Commissioner	323	Exempt-ML
Deputy Assessor-Appraisal Support Operations	296	Exempt-ML
Deputy Assessor-Business & Personal Property	316	Exempt-ML
Deputy Assessor-Real Property	316	Exempt-ML
Deputy Chief Information Officer-Application & Client Services	373	Exempt-ML
Deputy Chief Information Officer-Network & Security Services	373	Exempt-ML
Deputy Director of Child Support Services	340	Exempt-ML
Deputy Director of Community & Economic Development-Building & Fire Safety	370	Exempt-ML

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Deputy Director of Community & Economic Development – Environmental Health	350	Exempt-ML
Deputy Director of Community & Economic Development – Planning	350	Exempt-ML
Deputy Director of Water & Natural Resources	350	Exempt-ML
Deputy Director-Welfare (MSS)	377	Exempt-ML
Deputy Public Guardian	226	Exempt-ML
Deputy Public Health Director – Clinical & Nursing Services	369	Exempt-ML
Deputy Public Health Director – Operations	350	Exempt-ML
Deputy Public Works Director	382	Exempt-ML
Deputy Public Works Director-Administrative Services	350	Exempt-ML
Development Services Engineer	331	Exempt-ML
Eligibility Supervisor (MSS)	239	Exempt-ML
Emergency Services Coordinator	228	Exempt-ML
Employment & Training Worker Supervisor (MSS)	257	Exempt-ML
Epidemiologist	302	Exempt-ML
Equipment Shop Supervisor	271	Exempt-ML
Facilities Superintendent	330	Exempt-ML
Fire Equipment Manager	261	1 ½ eligible
Fleet Services Manager	315	Exempt-ML
General Accounting Supervisor	216	1 ½ eligible
Geographical Information System (GIS) Manager	331	Exempt-ML
Grounds/Flood Control Maintenance Supervisor	215	1 ½ eligible
Health Education Coordinator	261	Exempt-ML
Information Systems Supervisor	329	Exempt-ML
Information Systems Supervisor (MSS)	329	Exempt-ML
Information Technology Division Manager	353	Exempt-ML
Office Assistant Supervisor I (MSS)	195	Exempt-ML
Office Assistant Supervisor II (MSS)	215	Exempt-ML
Office Services Supervisor I	195	Exempt-ML

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Office Services Supervisor II	215	Exempt-ML
Physical/Occupational Therapy Unit Supervisor	344	Exempt-ML
Principal Administrative Analyst	298	Exempt-ML
Program Manager	328	Exempt-ML
Program Manager I (MSS)	328	Exempt-ML
Public Health Laboratory Director	340	Exempt-ML
Public Health Program Manager	328	Exempt-ML
Revenue Services Manager	318	Exempt-ML
Road Construction & Maintenance Supervisor	271	Exempt-ML
Road Superintendent	301	Exempt-ML
Senior Administrative Analyst	278	Exempt-ML
Senior Buyer	246	Exempt-ML
Senior Planner	328	Exempt-ML
Sheriff's Business Manager	298	Exempt-ML
Sheriff's Office Supervisor	205	1 ½ eligible
Social Worker Supervisor I (MSS)	285	Exempt-ML
Social Worker Supervisor II (MSS)	305	Exempt-ML
Solid Waste Manager	354	Exempt-ML
Special Districts Utility Manager	304	Exempt-ML
Staff Services Manager I	328	Exempt-ML
Supervising Accountant-Auditor	318	Exempt-ML
Supervising Agricultural & Standards Inspector	293	Exempt-ML
Supervising Animal Services Officer	223	1 ½ eligible
Supervising Appraiser	294	Exempt-ML
Supervising Auditor-Appraiser	294	Exempt-ML
Supervising Building Inspector	286	Exempt-ML
Supervising Civil Engineer	354	Exempt-ML
Supervising Code Enforcement Officer	205	Exempt-ML
Supervising Communications Dispatcher	248	1 ½ eligible
Supervising Environmental Health Specialist	310	Exempt-ML
Supervising Librarian	303	Exempt-ML

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Supervising Licensed Utility Worker	274	1 ½ eligible
Supervising Mental Health Clinician	313	Exempt-ML
Supervising Plan Checker	321	Exempt-ML
Supervising Public Health Nurse	341	Exempt-ML
Tobacco Project Director	258	Exempt-ML
Traffic Sign Supervisor	244	Exempt-ML
Utilities Superintendent	324	Exempt-ML

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ATTACHMENT B – 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.

<i>Classification</i>	<i>Current Range</i>	<i>New Range</i>
Account Clerk Supervisor I (MSS)	200	No Change
Account Clerk Supervisor II (MSS)	230	No Change
Administrative Analyst I	228	229
Administrative Analyst II	258	259
Assistant Behavioral Health Services Director	369	370
Assistant Corrections Director	358	359
Assistant Public Health Director	399	No Change
Assistant Tax Collector-Treasurer	363	No Change
Behavioral Health Program Supervisor	251	No Change
Behavioral Health Services Division Manager	333	334
Building Crafts & Maintenance Supervisor	248	No Change
Building Permit Services Manager	330	No Change
Chief Deputy Public Guardian/Conservator/Public Administrator	256	257
Chief Deputy Tax-Collector-Treasurer	315	No Change
Child Support Program Manager (MSS)	310	311
Child Support Supervisor (MSS)	241	242
Clerk/Recorder Elections Education & Outreach Coordinator	258	No Change
Community Health Education Director	291	No Change
Correctional Lieutenant	328	330
Correctional Records Supervisor	215	No Change
Deputy Agricultural Commissioner	323	324
Deputy Assessor-Appraisal Support Operations	296	298
Deputy Assessor-Business & Personal Property	316	317
Deputy Assessor-Real Property	316	317
Deputy Chief Information Officer	373	374
Deputy Chief Information Officer- Application & Client Services	373	No Change

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Deputy Chief Information Officer-Network & Security Services	373	374
Deputy Director of Child Support Services	340	No Change
Deputy Director of Community & Economic Development-Building & Fire Safety	370	371
Deputy Director of Community & Economic Development – Environmental Health	350	351
Deputy Director of Community & Economic Development – Planning	350	352
Deputy Director of Water & Natural Resources	350	No Change
Deputy Director-Welfare (MSS)	377	378
Deputy Public Guardian	226	227
Deputy Public Health Director – Clinical & Nursing Services	369	370
Deputy Public Health Director – Operations	350	No Change
Deputy Public Works Director	382	384
Deputy Public Works Director-Administrative Services	350	No Change
Development Services Engineer	331	No Change
Eligibility Supervisor (MSS)	239	240
Emergency Services Coordinator	228	No Change
Employment & Training Worker Supervisor (MSS)	257	258
Epidemiologist	302	No Change
Equipment Shop Supervisor	271	272
Facilities Superintendent	330	331
Fire Equipment Manager	261	262
Fleet Services Manager	315	No Change
General Accounting Supervisor	216	No Change
Geographical Information System (GIS) Manager	331	No Change
Grounds/Flood Control Maintenance Supervisor	215	216
Health Education Coordinator	261	262
Information Systems Supervisor	329	330
Information Systems Supervisor (MSS)	329	No Change
Information Technology Division Manager	353	354
Office Assistant Supervisor I (MSS)	195	196
Office Assistant Supervisor II (MSS)	215	216

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Office Services Supervisor I	195	196
Office Services Supervisor II	215	No Change
Physical/Occupational Therapy Unit Supervisor	344	345
Principal Administrative Analyst	298	300
Program Manager	328	No Change
Program Manager I (MSS)	328	329
Public Health Laboratory Director	340	No Change
Public Health Program Manager	328	329
Revenue Services Manager	318	319
Road Construction & Maintenance Supervisor	271	272
Road Superintendent	301	No Change
Senior Administrative Analyst	278	No Change
Senior Buyer	246	247
Senior Planner	328	329
Sheriff's Administrative Services Manager	298	No Change
Sheriff's Business Manager	298	No Change
Sheriff's Office Supervisor	205	No Change
Social Worker Supervisor I (MSS)	285	287
Social Worker Supervisor II (MSS)	305	307
Solid Waste Manager	354	No Change
Special Districts Utility Manager	304	305
Staff Services Manager I	328	No Change
Supervising Accountant-Auditor	318	No Change
Supervising Agricultural & Standards Inspector	293	No Change
Supervising Animal Services Officer	223	224
Supervising Appraiser	294	295
Supervising Auditor-Appraiser	294	No Change
Supervising Building Inspector	286	No Change
Supervising Civil Engineer	354	355
Supervising Code Enforcement Officer	305	No Change
Supervising Communications Dispatcher	248	249
Supervising Environmental Health Specialist	310	No Change
Supervising Librarian	303	No Change

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Supervising Licensed Utility Worker	274	275
Supervising Mental Health Clinician	313	314
Supervising Plan Checker	321	No Change
Supervising Public Health Nurse	341	342
Tobacco Project Director	258	No Change
Traffic Sign Supervisor	244	245
Utilities Superintendent	324	325