

Memorandum of Understanding

By and Between

County of Madera

and the

Peace Officer Management Unit

July 1, 2021 – June 30, 2024

Memorandum of Understanding - Peace Officer 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 19th day of October 2021 by and between the County of Madera (hereinafter referred to as “County”) and the Peace Officer Management Association (hereinafter referred to as “Association”), for and on behalf of the Employees hereinafter identified.

B. Duration of MOU

Except as otherwise provided herein, this MOU shall be effective upon adoption of the Board of Supervisors of the County of Madera and remain in effect until midnight the 30th day of June 2024.

C. Scope of Agreement

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

ARTICLE 1.2 – RECOGNITION

A. Association Recognition

Pursuant to Section 3500-3510 of the Government Code of the State of California and subject to the provisions of Madera County Code Chapter 2.63, the Association is recognized as the certified employee organization having the exclusive right to meet and confer for all employees within classes designated in the Peace Officer Management Unit.

B. Unit Classifications

The Employer hereby recognizes the Association as the only organization entitled to meet and confer on matters within the scope of representation for the classes listed in the table below.

Classification	Range	FLSA Designation
Chief District Attorney Criminal Investigator	316	Overtime Eligible
Sheriff’s Commander	358	Overtime Exempt
Sheriff’s Lieutenant	328	Overtime Exempt

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C. Recognition of Mutual Obligation

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

D. Definitions

1. Employer
The term "Employer" as used herein shall refer to the County of Madera.
2. Association
The term "Association" as used herein shall refer to the Peace Officer Management Association.
3. Employee
The term "Employee" as used herein shall mean any person in the Classified Service employed by the County who is occupying a permanent position, within the Peace Officer 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.

ARTICLE 1.3 – EQUAL EMPLOYMENT OPPORTUNITY

A. Non-Discrimination

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

B. Non-Discrimination to Union Members

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 Association.

ARTICLE 1.4 – EXISTING POLICIES, SEVERABILITY AND REOPENERS

A. Existing Laws, Regulations and Policies

This Agreement is subject to all existing laws of the State of California, ordinances, regulations,

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and policies of the County.

B. County Policies

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

1. Computer Equipment and Systems Usage Agreement
<https://www.maderacounty.com/government/human-resources/county-policies>
2. Catastrophic Leave Program
<https://www.maderacounty.com/government/human-resources/county-policies>
3. Policy and Guidelines on Drugs and Alcohol Use in the Workplace, Resolution No. 2016-031, as modified by the provisions of the Drug and Alcohol Policy Addendum shall apply to members of this bargaining unit.
<https://www.maderacounty.com/government/human-resources/county-policies>

C. Severability

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

Should any portion of this Memorandum be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

D. Re-Openers during Term of MOU

1. 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.
2. 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.
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

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cost sharing formulas during the reopener, there shall be no changes to medical insurance programs, medical insurance plans or cost sharing formulas.

4. The parties agree to reopen negotiations regarding a possible COLA in Fiscal Year 2023-24 if the County is projected to no longer operate in a structural deficit for Fiscal Year 2023-24 and the County has met the Target Level of Unassigned Fund Balance as defined in the Fund Balance Policy that went into effect on April 1, 2018. The County will determine no later than October 1, 2023, if it meets the above criteria for the reopener.

CHAPTER 2: UNION RIGHTS

ARTICLE 2.1 – AGREEMENT

A. General Provisions

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

ARTICLE 2.2 – NOTIFICATION

A. Employee Listing

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

B. Notification of Unit Existence

Employer and the Association affirm the principle that harmonious Employee-Employer relations are to be promoted and furthered. When a person is hired in any of the covered job classes, the County shall notify that person that the Association is the certified representative for the Employees and shall notify the Association of such hiring.

ARTICLE 2.3 – EMPLOYEE REPRESENTATIVES

A. In General

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

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B. Access to Bulletin Boards

Reasonable space will be made available within the Sheriff's Department and District Attorney's Office to place an Association purchased bulletin board. The Association is responsible for maintaining all such boards and will hold the County harmless for any materials posted on Association property.

C. Grievance Representation

Representatives of the Association shall have access to any employee or employees presenting a grievance pursuant to Section 7.1.

D. Disciplinary Action Representation

Employees are entitled to representation by the Association at all stages of the disciplinary process. This includes, without limitation, the right to request the presence of an Association representative during questioning that could lead to punitive action against the employee.

Peace officer employees shall be afforded all rights guaranteed by the Public Safety Procedural Bill of Rights Act.

E. Association Representative

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

F. Release Time

The Employer shall provide release time without the loss of compensation or other benefits for a reasonable number of Association representatives, 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. Testifying or appearing as the designated Association 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.

G. Union Right of Access to New Employee Orientation

The County shall provide the exclusive representative with at least 10 days' notice in advance of

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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.

Association 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 Association will be allowed to communicate with new employees without interference and may provide written materials to the new employees.

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

ARTICLE 2.4 – UNION DUES

A. Dues Deduction

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

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

B. Certification

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

C. Revocation

Employees shall direct all requests to cancel or change Association membership dues or fees deductions to the Association.

D. Indemnification

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

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E. Refund to Employer

The Association agrees to refund to the Employer any amounts proven to have been improperly paid to the Association pursuant to Section 2.4(A).

CHAPTER 3: COUNTY RIGHTS

ARTICLE 3.1 – MANAGEMENT RIGHTS

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

1. To hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge, or take other disciplinary action against employees.
2. To lay off, or demote employees from duties because of lack of work, lack of funds, in the interest of the economy, or other legitimate reasons.
3. To determine the policies, standards, procedures, methods, means and personnel by which County operations are to be conducted.
4. To take whatever actions may be necessary to carry out the mission of the County in situations of emergency.
5. All rights formerly or presently claimed by or vested in the County on the effective date of this Memorandum of Understanding and not otherwise mentioned in this section are retained by the County unless explicitly waived by the County by Resolution or by a Memorandum of Understanding.
6. Nothing in this policy shall be construed to interfere with the County's right to manage its operations in the most economical and efficient manner consistent with the best interest of all the citizens, taxpayers, and employees of Madera County.
7. This Memorandum is intended to cover all aspects of wages, hours, and working conditions for employees covered herein. Therefore, nothing in this Memorandum shall prevent the Employer from modifying any fringe benefits or benefit plans not specifically provided for in this Memorandum such as retirement plans, salary continuation plan, etc., subject to meet and confer requirements of the Meyers, Milias, Brown Act, if any.

CHAPTER 4: WAGES

ARTICLE 4.1 – SALARY

A. Base Wage Rate

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1. The wage rates for employee classes covered herein shall be as shown in the Salary Table identified as “OMB2 0120”.
<https://www.maderacounty.com/home/showpublisheddocument/20628/637496061714230000>
2. Shift differential pay, longevity pay, assignment pay, and all other incentives required to be paid under this MOU, will be separately calculated based solely on the employee’s base rate of pay.

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

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

Title	Current Range	New Range
Chief District Attorney Criminal Investigator	316	316
Sheriff’s Commander	358	363
Sheriff’s Lieutenant	328	331

B. Payroll

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

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

C. Direct Deposit

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

D. Pay Card

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

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ARTICLE 4.2 – ONE-TIME STIPEND

FY 2021-2022

Effective January 1, 2022, ranges 1 thru 117 on the OMB2 0120 salary schedule shall be eliminated.

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

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

FY 2022-2023

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

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

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

FY 2023-2024

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

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

The amount of the one-time, off-schedule premium payment provided to unit members shall be \$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

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provided an invaluable service to the community during this extremely stressful time. Employees’ dedication and commitment to regularly report to a work site in order to assist the County in ensuring essential services were provided to the community without disruption deserves recognition.

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

1. Those employees required to work between 90-100% of their time in-person during the qualifying months as listed above shall receive \$1250 per surge (for a possible total of \$2500).
2. Those employees required to work less than 90% of their workday in-person during the qualifying months as listed above, shall receive a percentage of the one-time \$1,250 premium pay equal to the percentage of time they worked in-person. For example, if it’s determined that an employee worked 50% of their time in-person during the initial surge and the secondary surge time periods, they would be eligible to receive a one-time premium payment of \$625 per surge (for a total of \$1250).
3. The calculation of the percentage of time an employee worked in-person will be determined using the following formula:

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

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 Section shall be effective on the date of appointment, and in the case of promotion or reclassification, a new anniversary date shall be established.

B. Working Out-of-Class

When an Employee is temporarily assigned work out-of-class, the employee will receive the pay of the higher class commencing on the 15th regularly scheduled consecutive working day of such assignment. Where the assignment is made, and the Employer has knowledge that it will

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be an extended vacancy/absence (more than fifteen (15) days) giving rise to the assignment, the acting pay differential shall commence immediately upon assignment. All requests for temporary assignments shall be submitted to the Director of Human Resources for authorization or denial.

C. Bilingual Compensation

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

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

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

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

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. P.O.S.T Certification Incentive Pay

Incentive pay shall be granted upon presentation of a valid Advanced, Supervisory and/or Management P.O.S.T Certificate. Said incentive pay shall be 5%, 2.5%, and/or 2.5%, respectively (not to exceed a cumulative total of 10%) and shall be effective on the first of the month following presentation of the applicable certificate(s) to the Sheriff or his designee.

E. Emergency Medical Technician Incentive Pay

1. Employees in the following classifications who are certified as Emergency Medical Technicians (EMT) will be eligible to receive a two and one-half percent (2.5%) monthly incentive to perform basic emergency medical services as needed while on duty: Sheriff's Lieutenant and Sheriff's Commander.
2. The two and one-half percent (2.5%) monthly EMT incentive will become effective the pay period following submission of proof that the employee possesses any of the following:
 - a. Valid Central California Emergency Medical Services Authority EMT Card;

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- b. Valid California Emergency Medical Services Authority EMT Card;
 - c. Valid National Association of Emergency Medical Technicians Certification Card; or
 - d. Valid National Registry of Emergency Medical Technicians Certification
3. Employees who do not possess one of the certification patterns referenced in 2a), 2b) or 2c) above can obtain certification by either:
- a. Voluntarily paying for the appropriate course offerings that lead to the completion of an approved EMT training program; or
 - b. Participating in a free EMT training program available to the Madera County Sheriff's Department. Should the free EMT training program become unavailable to the Madera County Sheriff's Department, the Department will pay the cost of an approved EMT training program so long as the Department budget allows.

Regardless of how the course offerings are completed as referenced in 3a) and 3b) above, the Sheriff's Office agrees to pay all costs associated with the necessary registration process to complete the certification for all interested employees.

4. For those employees who possess, or subsequently obtain EMT certification, it is agreed that the Sheriff's Office will cover the costs of any continuing education or training requirements needed to maintain certification. It is further agreed upon that the Sheriff's Office reserves the right to offer continuing education and training courses at no cost to the employee. Should the employee not participate in the no cost continuing education or training courses offered by the Sheriff's Office, it is understood that the employee shall bear all costs associated with such courses.
5. For those employees who either possess, or subsequently obtain EMT certification, it is agreed upon that the Sheriff's Office will cover any initial National Registry certification and recertification fees. The Sheriff's Office shall remit payment for the National Registry certification and recertification fees directly to the vendor.
6. Employees will be allowed on-duty time to complete any required EMT continuing education or training courses.
7. There is currently no maximum number of employees eligible to receive the EMT incentive; however, should a cap be necessary based on department operations, it is agreed upon that the Peace Officer Management Association will be contacted to participate in the meet and confer process prior to the Sheriff's Office instituting a cap.
8. Shift assignments and work locations will not be impacted based on an employee's EMT certification. If there are proposed changes in this regard, the Peace Officer Management Association will be contacted to participate in the meet and confer process.
9. The Sheriff's Office will pay for and provide the necessary EMT equipment for eligible

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employees (e.g., stethoscope, trauma scissors, etc.). Further, every patrol vehicle will be equipped with a standard medical kit; however, the EMT kit will contain enhanced equipment to ensure that basic emergency medical services can be performed by the employee receiving the EMT incentive.

10. Employees who are eligible for the EMT incentive and who perform basic emergency medical services understand that they will work within the scope of practice as an EMT and consistent with Title 22 of the California Code of Regulations (Division 9, Chapter 2).
11. The two and one-half percent (2.5%) EMT 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.

F. Public Information Team (PIT) Incentive Pay

Effective March 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.

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.

G. Overpayment/Underpayment

The County Auditor-Controller shall be authorized to apply, in full, any necessary salary

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adjustment resulting from overpayment or underpayment to the next succeeding pay period, without regard to cause of such underpayment or overpayment except as provided below:

If the overpayment is \$150.00 or less, the County shall deduct the full amount from the employee's next payroll check. If the overpayment is greater than \$150.00, deductions from future paychecks shall be made at the same rate the employee was overpaid.

In cases of underpayment or overpayment, employees will be assisted by Auditor-Controller's staff to resolve the issue in the most timely manner possible and consistent with past practice.

ARTICLE 4.5 – CLASSIFICATION STUDIES

A. Classification Study

1. AB 846 requires a review and update of all job descriptions for classifications within the Peace Officer Management Unit by 1/1/2022.
2. The County intends to incorporate compliance with AB 846 by conducting a Classification and Compensation Study of impacted units by 1/1/2022.
3. Salary review to be conducted upon conclusion of the job description updates.
4. Parties agree to negotiate the implementation of the results of the salary review.

B. Classification Specifications

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

C. Reclassification

If an employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job class as determined by the Civil Service Commission, the Employer and the Association acting under the provisions of the Madera County Code shall determine the wage rate through established procedures.

ARTICLE 4.6 – PROBATIONARY PERIOD

A. Probationary Period Timeframe

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

B. Step Placement

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

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CHAPTER 5: FRINGE BENEFITS

ARTICLE 5.1 – HEALTH AND WELFARE

A. Plan Contribution

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

B. Plan Benchmark

For the 2022 Plan Year (January 1, 2022, through December 31, 2022), Anthem HMO Select is the lowest premium rate CalPERS HMO health plan (excluding Kaiser). The Anthem HMO Select Plan has limited coverage in the Fresno/Madera areas, and to limit the negative impact this will have on employees, the County will continue to utilize the United Healthcare Plan as the benchmark to fund and maintain a health benefit program at the contribution rate of 95% for single member coverage and an additional 50% of the difference for either two-party or dependent coverage for the 2022 Plan Year.

C. Primary Plan

Effective with the 2015 Plan year, 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. Evidence of Outside Health Coverage

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

ARTICLE 5.2 – FLEXIBLE BENEFITS

A. Flexible Spending Account

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

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ARTICLE 5.3 – EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 5.4 – RETIREMENT

A. CalPERS “Classic Members” Retirement Benefit Formula

The Employer agrees to maintain the CalPERS 3%@55 local safety retirement formula for all employees hired and/or employed as of December 31, 2012. This retirement formula will also apply to those employees who are hired on or after January 1, 2013, and who are defined as “classic members” pursuant to the California Public Employee Pension Reform Act (Act). In addition, the Employer agrees to maintain the single highest year basis for retirement computation pursuant to Government Code Section 20042. Classic members shall continue paying the full 9% employee contribution for the CalPERS 3%@55 local safety retirement formula.

B. CalPERS “New Employees” Retirement Benefit Formula

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

New Employees shall continue paying 50% of the normal cost as determined by CalPERS for the 2.7%@57 local safety retirement formula.

C. Military Credit

The Employer will maintain the current Local Safety Formula retirement contract with the Public Employee’s Retirement System (PERS) to provide an option for employees to purchase military service credit at the employee’s expense.

ARTICLE 5.5 – SPECIAL COMPENSATION

A. Longevity Pay

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

B. Longevity Pay Schedule

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The Longevity Pay Schedule is as follows:

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

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

ARTICLE 5.6 – SICK LEAVE

A. Sick Leave Accrual

Employees in the Peace Officer Management Unit shall be allowed eight (8) hours sick leave credit for each month of continuous full-time service and shall be limited to one thousand (1,000) hours in the number of sick leave hours to accumulate. Existing hours held by employees in excess of one thousand (1,000) shall remain accumulated. Upon retirement, accrued sick leave shall be converted to service credit pursuant to Section 5.6(F) below.

B. Crediting Sick Leave

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

C. Sick Leave Usage

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

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

D. Verification of Treatment

The appointing authority or the Director of Human Resources may in any case require a

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physician's certificate establishing the necessity for 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 pursuant to this Section.

E. Exceptions

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

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

F. Conversion of Accrued Sick Leave into Service Credit

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

If the employee is at maximum CalPERS service credit at the time of retirement, all unused accrued sick leave hours shall be paid out pursuant to the sick leave payoff provision outlined in their respective MOU.

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

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

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

G. Sick Leave Payout at Employee Separation

Upon termination, employees shall be paid for their sick leave balances according to the following table:

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Years of Service	Percentage of Current Hourly Rate		
	A – 0 to 75 Days	B – 76 to 150 Days	C – Over 150 Days
5 to 9 Years	15%	7.5%	3%
10 to 14 Years	25%	12.5%	5%
15 to 19 Years	35%	17.5%	7%
20 + Years	50%	25%	10%

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

H. Use of Sick Leave During Probationary Period

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

ARTICLE 5.7 – VACATION LEAVE

A. Vacation Accrual

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

B. Crediting Vacation Leave

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.

C. Payout for Hours Accrued Over Vacation Cap

Employees may accrue vacation time to the total of forty-five (45) days (360 hours). If, through no fault of the employee, the Employer denies the employee the opportunity to use their accrued vacation time, further accrual will be paid in cash until such time as accrued vacation time is reduced below the forty-five (45) day (360 hour) maximum.

D. Usage of Vacation When Over the Vacation Cap

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

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

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

E. Vacation Cash Out Program

1. Employees may be eligible to cash out up to eighty (80) hours of accrued leave (excluding sick leave) per calendar year.
2. Eligible employees can cash out the accrued hours up to two (2) times per year. The established cash out months are March and November of each calendar year.
3. In order to cash out leave hours under this section, employees must complete an irrevocable election pre-designating the number of accrued leave hours (up to eighty (80) the employee will cash out in the two cash out months in the following year. Only hours accrued in the calendar year following the date of the election will be eligible for cash out.
4. Any leave hours accrued in previous calendar years, and leave hours accrued in the present calendar year which have not previously been designated for cash out pursuant to an election, shall remain in the employee's leave bank and are not eligible for cash out.
5. Eligible employees may cash out any combination of hours, up to the pre-designated amount in the employee's election, in March, November, or both, provided that the employee has accrued that amount of hours in the calendar year in which the election is effective. Employees may not cash out less than ten (10) hours in any month in which they choose to cash out hours.
6. Eligible employees and the impacted accrued leave balances are defined/outlined as follows:
 - a. An eligible employee must have executed an irrevocable election for the current year and have at least one hundred (100) hours of accrued vacation at the end of the pay period preceding the cash out month. For example, an eligible employee must have a minimum of one hundred (100) hours of accrued vacation as of the end of February to be eligible to cash out hours in March.
 - b. If an eligible employee has a vacation balance that exceeds three hundred and sixty (360) hours at the end of the pay period preceding the cash out month, the cash out hours shall be deducted from their vacation balance.
 - c. If an eligible employee has a vacation balance that is less than three hundred and sixty (360) hours at the end of the pay period preceding the cash out month, the cash out hours can be deducted, in any combination, from their

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vacation, compensation time off (CTO) and/or holiday compensation balances. The minimum number of ten (10) cash out hours still applies and can be spread among the three referenced balances in this subsection.

7. All cash out hours shall be paid at the employee's hourly rate that was in effect during the month of the cash out.
8. The employee must submit their irrevocable cash out election to their assigned departmental payroll representative by December 15th of the calendar year prior to the year in which the designated hours will be earned. Any employee who does not file an election by December 15th of the present calendar year will not be eligible to cash out any leave hours pursuant to this section in the following calendar year.
9. Following the submission of an employee's election, the assigned departmental payroll representative shall: 1) ensure that employees interested in participating in the cash out program meet 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 understand that the Auditor-Controller's Office is obligated to withhold any personal income taxes due pursuant to Federal and State Law, and that the cash out and all other reportable income will be reported and included on participating employees' annual W-2 forms. Employees also understand that they are solely responsible for any personal Federal and/or State income tax obligations associated with participation in the Cash Out Program. The County is not responsible for advising employees about any State or Federal tax obligations, nor is the County responsible for paying any portion of an employee's tax obligation.
11. The cash outs are not defined as Special Compensation pursuant to the provisions of the California Public Employees Retirement System (CalPERS). As a result, cash outs are not subject to the County's or the eligible employee's monthly retirement contribution rate and will not be included as part of final compensation for retirement purposes.
12. All accrued leave hours in an employee's leave bank that are not cashed out pursuant to this section shall be available for leave usage and/or for pay out upon separation from employment, where applicable.

ARTICLE 5.8 – MANAGEMENT LEAVE

All employees who are designated "overtime exempt" shall receive sixty (60) hours paid management leave per fiscal year 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 5.9 – HOLIDAYS

The following days are established as holidays for employees of the Peace Officer Management Unit:

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New Year's Day, January 1
Martin Luther King, Jr. Day, the third Monday in January
President's Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Veteran's Day, November 11
Thanksgiving Day, the fourth Thursday in November
Friday after Thanksgiving
8-Hour Winter Holiday (to be taken Christmas Eve)
Christmas Day, December 25
Two Floating Holidays

Floating holidays will be available for use or credited to leave balances as follows for employees in probationary/permanent status: two (2) floating holidays on January 1 of each year. Use of the floating holidays may be requested and scheduled in accordance with provisions of Madera County Code Section 2.60.590.

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

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

ARTICLE 5.10 – SPECIAL LEAVE WITH PAY

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

ARTICLE 5.11 – BEREAVEMENT LEAVE

Employees will be entitled to three (3) days (not to exceed twenty-four hours) paid Bereavement Leave not to be charged to any personal balance per occurrence for the death of

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an immediate family member. An employee shall be granted special leave with pay not to exceed a total of fifty-six (56) hours in any one calendar year to be charged to sick leave in the event of a death of the employee's 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 whom the employee stands in loco parentis. The definition of child applies regardless of age or dependency status. Parent may include biological, adoptive, foster, step, legal guardian of the employee or employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor.

CHAPTER 6: TERMS AND CONDITIONS

ARTICLE 6.1 – HOURS OF WORK

The regular workday shall be eight (8) hours, exclusive of mealtime. The regular workweek shall not exceed forty (40) hours per week on duty. Workweeks shall be scheduled by the Employer to provide for five (5) consecutive days on duty and two (2) consecutive days off duty. However, alternative work schedules (e.g., 4/10, 9/80, etc.) may be implemented upon mutual agreement of the Sheriff and the Association.

ARTICLE 6.2 – OVERTIME

A. Definition of Overtime

The term "overtime" as used herein for non-overtime exempt employees shall mean the hours actually worked in excess of forty (40) in a workweek as set forth in Section 6.1. Paid leave hours, absences without pay and holidays observed are not considered hours actually worked when calculating overtime hours. Overtime hours are paid at one and one-half times (1.5x) the employee's regular rate of pay.

B. Unit Classes Eligible for Overtime

All classes receiving overtime are listed in Section 1.2(C) and identified as "overtime eligible".

C. Authorization for Overtime

Except in cases of emergency, employees shall not be required to work or attend training during hours which would fall within the definition of overtime unless such overtime has been specifically authorized in advance by the appointing authority, or designee.

D. Overtime Compensation

Eligible employees required to work overtime shall be compensated by allowing the employee compensatory time off (CTO) or cash at the employee's option. Employees may accumulate up to a maximum of 240 hours in a CTO bank to be maintained and governed in accordance with the Fair Labor Standards Act. Any overtime in excess of 240 hours shall be payable in cash only.

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Employees will be permitted reasonable opportunities to use compensatory time off. The Employer may require utilization of accrued compensatory time by providing at least three (3) days' notice to the employee.

All payments for overtime worked shall be included in the regular salary check in the pay period in which it was earned.

Following ratification of this MOU, should an overtime eligible employee move into an overtime exempt position, any accumulated CTO shall be paid out to the employee at the employee's regular rate of pay prior to the position change.

ARTICLE 6.3 – STANDBY COMPENSATION

A. Definition of Standby

When the Employer requires an eligible employee to remain available for call back at any time, the employee shall receive standby pay. Except in cases of emergency, all standby shall be approved in advance by the Appointing Authority or designee.

B. Standby Pay

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

ARTICLE 6.4 – CALL-BACK COMPENSATION

A. Definition of Call-Back

When the Employer, due to an emergency, or by order of the Court, requires an eligible employee to return to work other than their regularly scheduled workday, the employee shall be entitled to Call Back compensation.

B. Minimum Compensation

The Employer shall compensate the eligible employee a minimum of four (4) 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 four (4) hours duration, the total compensation shall be for hours actually worked.

C. Call-Back by Order of the Court

When an eligible employee is called back by order of the Court, the Employer shall compensate the employee a minimum of three (3) hours overtime compensation irrespective of the actual hours worked. In the event the Court appearance exceeds three (3) hours duration, the total compensation shall be for hours actually worked.

ARTICLE 6.5 – REIMBURSEMENTS AND PROVIDED EQUIPMENT

A. Uniform Allowance

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The employer agrees to fund a uniform allowance for the classifications of Sheriff's Commander and Sheriff's Lieutenant at a rate of \$75.00 per month.

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

B. Education Reimbursement

Bargaining Unit employees who have completed a program of study from an accredited college or university, during their employment with the County of Madera, may be eligible for tuition/books reimbursement. The program of study must be deemed by the Appointing Authority to be relative to the business of the department and likely to enhance service to the public.

The Employer shall provide up to two thousand (\$2,000) per fiscal year per bargaining unit employee to reimburse for tuition/books associated with college/university course work completed with prior approval from the Department. The employee must earn a 'Pass' (for pass/fail courses) or a 'B' grade or better.

Any request for tuition/books reimbursement must include: a detailed description of the program of study, a copy of an official transcript which indicates a 'Pass' (for pass/fail courses) or a 'B' grade or better, and a copy of the Employee's receipt for tuition/books.

C. Safety Eyewear

Employees who regularly wear prescription eyeglasses will be reimbursed for the difference between the cost of one pair of regular prescription lenses versus prescription safety lenses. Reimbursement shall be made upon submission of an invoice to the Department of Human Resources setting forth the difference in the cost of safety lenses.

ARTICLE 6.6 – SAFETY

A. Promoting the Prevention of Accidents

The Employer and the Association undertake to promote in every way possible the realization and the responsibilities of the individual employee with regards 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.

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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.

F. Safety Eyewear

For details, see Article 6.5 Reimbursements and Provided Equipment.

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 for County employees. The HRIS shall be the system of record for all vacation, sick leave, and other accrual leaves of County employees.

B. Auditor-Controller's Office Files

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

C. Confidential Nature of Personnel Records

All official personnel records/files shall be considered to be of a confidential nature and will be made available only to the employee, to the Board of Supervisors, to the employee's appointing authority 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

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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 Department of Human Resources to be attached to the document in question and included in the file.

CHAPTER 7: PROCEDURES

ARTICLE 7.1 – GRIEVANCE PROCEDURES

A. Grievance Definition

The term “grievance” as used herein shall refer to a complaint or claim by an employee, a group of employees or the Association (hereinafter collectively “Grievant”) alleging a violation of the specific terms of this MOU, or a violation of established rules, regulations, or policies of the Employer.

B. Adjustment Procedure

Any Grievant having any grievance shall proceed as follows:

A written grievance must be filed within fifteen (15) calendar days from the time the Grievant becomes aware or should have become aware of the issue or incident giving rise to the problem.

The Grievance shall contain a complete statement of the grievance, the alleged facts upon which the Grievance is based, the section(s) of the MOU alleged to have been violated and the desired remedy. Failure to provide sufficient information may deem the Grievance to be invalid

1. The Grievant shall first seek an adjustment of the grievance by the immediate supervisor unless the supervisor is a party to the grievance. Upon receipt of the written grievance, the immediate supervisor shall give the Grievant a written reply within fifteen (15) calendar days.
2. If the immediate supervisor’s response is not satisfactory to the Grievant, the Grievant may, within fifteen (15) calendar days, file an appeal to the Department Head. The Department Head or their designee shall give the Grievant a written response within fifteen (15) calendar days.
3. If the Department Head’s response is not satisfactory to the Grievant, the Grievant may,

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within fifteen (15) calendar days, file an appeal to the Director of Human Resources. The Director of Human Resources may take steps to resolve the grievance or may notify the employee of the need to proceed. The employee may then elect to have the parties meet with a mediator from the State of California's Mediation and Conciliation Services in an attempt to resolve the Grievance.

4. The Employer and the Grievant may mutually agree to waive steps 1, 2 and 3 and proceed directly to a Grievance Advisory Committee (Committee).
5. If the Grievance remains unresolved after Step 3, the Grievant may, within fifteen (15) calendar days, file an appeal to the Director of Human Resources requesting a hearing before a Grievance Advisory Committee (Committee).
 - a. The Committee shall be comprised of one (1) employee representative selected by the Grievant, one (1) employee representative selected by the Department Head, and one (1) member of the Civil Service Commission, selected by the President of the Commission, who shall serve as Chairman. No member of the Committee selected by the Grievant and Department Head shall be from the Department of the Grievant or have direct involvement with the Grievance in question.
 - b. The Committee shall be convened within thirty (30) calendar days to hear the grievance.
 - c. Each party shall have the right to appear before the Committee and be represented by legal counsel. The Committee shall render a written recommendation for resolution of the grievance, including the remedy, within thirty (30) calendar days of the hearing.
 - d. The Committee's recommendation shall be submitted to the Civil Service Commission (Commission) for its review and decision. Should the Commission not accept the findings or recommendations of the Committee, a hearing date shall be set to review the case. The decision of the Commission shall be final.

C. Timeline Limits

All time limits outlined under the grievance procedures above may be extended by mutual agreement of the parties.

ARTICLE 7.2 – IMPASSE PROCEDURES

A. Definition of Impasse

"Impasse" as used herein shall mean that the representatives of the Employer and the Association have reached a point in their meeting and conferring in good faith on the terms of a successor memorandum of understanding where their differences on matters to be included in such memorandum of understanding and concerning which they are required to meet and confer, remain so substantial that further meeting and conferring would be futile.

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B. Initiation of Impasse Procedures

If the meet and confer process has reached impasse, either party submit a written request to the other party 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's designated Human Resources' staff member.

The purpose of such impasse meeting shall be:

1. To identify and specify in writing the issues that remain in dispute.
2. To review the parties' position(s) in a final effort to resolve the disputed issue or issues.
3. If the dispute is not resolved, to discuss arrangements for the utilization of the impasse procedures as 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, not take any public position at any time concerning the issues.

D. Fact-Finding

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

ARTICLE 7.3 – REDUCTION IN FORCE

A. Layoffs

Layoffs shall be within each department.

B. Layoffs within Designated Class Only

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

C. Provisionals First

Provisionals shall be laid off first.

D. Layoff Based of 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.

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E. Breaking Ties

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

1. Employee with the greatest seniority in the class, or the higher class in the department.
2. Employee with the greatest seniority in the class 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 layoff. A copy of the notification will be submitted concurrently to the Association.

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

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

H. Seniority

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

I. Voluntary Layoff

Voluntary layoff may be granted to an employee in a class for a position that will be laid off even though they would have sufficient seniority to not be laid off. The purpose of this provision is to permit the substitution of a more senior employee for layoff for that of a less senior employee on a voluntary basis. Employees in this status, if reappointed from a reinstatement eligible list within 60 days of separation, will retain the anniversary date held at date of separation.

J. Demotion in Lieu of or After Layoff

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

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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 (a) and (b) above shall in no way affect the employee's position on a reinstatement eligible list for the class from which they were laid off.

K. Salary Range Placement

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

L. Reinstatement After Layoff

1. Employees laid off in accordance with Madera County Code 2.57.100 shall be placed on a reinstatement eligible list for the class with the employee last to be laid off first on such list and continuing in inverse order of layoff. Names shall remain on the reinstatement eligible list for two (2) years.
2. Such employees shall have an absolute right only to reappointment to vacant positions in the same class and in the same department from which they were laid off. In all other instances, they shall be certified from the reinstatement list in accordance with the Civil Service Rules and shall be subject to a new probationary period.
3. If an employee whose name is on the reinstatement eligible list has been involuntarily laid off from a position in the class and in the department for which certification is requested, their name alone shall be certified.

ARTICLE 7.4 – CIVIL SERVICE CHANGES

A. Job Abandonment

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

B. Termination for Cause

The parties agree that employees who are terminated for cause (misconduct), and whose terminations are 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

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reemployed with the County, said employee shall again be terminated and shall only be entitled to payment for any services rendered to the County.

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Signatures:

County of Madera ("County")

Susan Carter

Susan Carter, Chief County Negotiator

Elba Gomez

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

Madera County Peace Officer Management Association ("Association")

Timothy K. Talbot

Timothy K. Talbot (Oct 14, 2021 15:58 PDT)

Timothy K. Talbot, Representative

Zach Zamudio

Zach Zamudio (Oct 14, 2021 17:51 PDT)

Zach Zamudio, President