

**Memorandum of Understanding**

**By and Between**

**the County of Madera**

**and the**

**Post Graduate Licensed Professional Unit  
(Madera County Prosecutor's Association)**

**July 1, 2021 – June 30, 2024**

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## **CHAPTER 1: GENERAL PROVISIONS**

### **ARTICLE 1.1 – INTRODUCTION**

#### **A. Preamble**

This Memorandum of Understanding (Memorandum), made and entered into this 10<sup>th</sup> of May 2022 by and between the County of Madera ("County") and the Post Graduate Licensed Professional Unit represented by the Madera County Prosecutor's Association ("MCPA"), for and on behalf of the Employees hereinafter identified. Upon adoption by the Board of Supervisors of Madera County, the Memorandum will become binding between the County and the MCPA.

#### **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 30<sup>th</sup> of June 2024.

#### **C. Covers All Aspects of Wages and Working Conditions.**

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

#### **D. Scope of MOU**

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

### **ARTICLE 1.2 – RECOGNITION**

#### **A. MCPA Recognition**

Pursuant to Sections 3500-3510 of the Government Code of the State of California and subject to the provisions of Madera County Code 2.63, the MCPA is recognized as the certified Employee organization having the exclusive right to meet and confer for all Employees within classes designated as Post Graduate Licensed Professional Unit.

#### **B. Bargaining Unit**

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

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## C. Unit Classifications

The classifications of this Unit are listed in the table below.

<b><i>PGLP Unit - Overtime Exempt Classifications</i></b>
Deputy District Attorney I
Deputy District Attorney II
Deputy District Attorney III
Senior Deputy District Attorney
Supervising Deputy District Attorney

## D. Mutual Obligation

The MCPA 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

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

## F. MCPA Obligation

The MCPA 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 MCPA is obligated to represent all Employees covered by the MOU.

The MCPA recognizes its obligation to cooperate with the Employer to assure maximum service of the highest quality and efficiency to the citizens of Madera County, consistent with its obligations to the Employees it represents.

## G. Definitions

1. Employer  
The term "Employer" as used herein shall refer to the County of Madera.
2. MCPA  
The term "MCPA" as used herein shall refer to the Madera County Prosecutors' 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 Post

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Graduate Licensed Professional 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 also be synonymous with the term “department head”.

### ARTICLE 1.3 – EQUAL EMPLOYMENT OPPORTUNITY

#### A. Non-Discrimination

The parties to this MOU agree that they shall not, in any manner, discriminate against any person whatsoever because of sex, race, color, 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 Act (FMLA) or pregnancy disability leave, sexual orientation, union affiliations, political or religious opinions or affiliations, gender identity, or any other protected characteristic under federal, state, or local law. Complaints pursuant to such issues will be handled pursuant to the County equal employment opportunity and anti-harassment policies.

The MCPA 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.

#### B. Non-Discrimination of Membership

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

### ARTICLE 1.4 – EXISTING POLICIES, SEVERABILITY AND REOPENERS

#### A. Existing Laws, Regulations and Policies

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

#### B. County Policies

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

[Dress Code](#)

[Computer Equipment & Systems Usage Agreement](#)

[Catastrophic Leave Program](#)

### **C. 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.

### **D. Openers During Term of MOU**

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. During the term of this MOU, the County may reopen Article 5.1 one time only to negotiate possible changes to the existing medical insurance programs, medical insurance plans and/or cost sharing formulas for the medical insurance benefits provided to employees with the goal of reducing overall medical insurance costs/expenses for both the County and employees. If the parties cannot agree on changes to the existing medical insurance programs, medical insurance plans and/or cost sharing formulas during the reopener, there shall be no changes to medical insurance programs, medical insurance plans or cost sharing formulas.
3. The parties agree to reopen Article 5.1 one time only during the term of this MOU to negotiate the adoption of a CalPERS retiree health vesting schedule for employees first hired by the County following adoption of such a vetting schedule. The parties anticipate the enactment of future legislation allowing the County to adopt such a vesting schedule.
4. Negotiations regarding a possible review of Article 4.1-Salary may be reopened by mutual agreement of the Parties once per fiscal year in the month of October during the term of this MOU.

### **E. Exchange of Information**

The Employer and the MCPA agree to promptly exchange all public information and documents regarding wages, hours, and working conditions affecting the Employees of the Post Graduate Licensed Professional Unit.

### **F. Ratification**

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

## CHAPTER 2: UNION RIGHTS

### ARTICLE 2.1 – AGREEMENT

#### A. General Provisions

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

#### C. Notification of Union Existence

The Employer shall notify each new Employee of the existence of the MCPA during new employee orientation.

### ARTICLE 2.3 – EMPLOYEE REPRESENTATIVES

#### A. In General

The MCPA may select one (1) Employee representative and one (1) alternate representative for each location, where Employees covered by this MOU are normally assigned.

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



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### **B. Access to Bulletin Boards**

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

### **C. Grievance Representation**

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

### **D. Disciplinary Action Representation**

Any Employee has the right to have an MCPA representative represent them at all stages of disciplinary action. A representative of the MCPA may be present upon request during questioning which may lead to disciplinary action. This section shall not infringe on any management rights set forth in Article 3.1.

### **E. MCPA Representative**

In addition to his regularly assigned work, the MCPA 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 report safety violations.

### **F. Bargaining Representation**

The MCPA may designate different official representatives for the purpose of meeting with management on a departmental and administrative level. The MCPA 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 Post Graduate Licensed Professional Unit shall be allowed, subject to lawful limitations as may be prescribed in the MCPA's by-laws, full voice, vote, and influence on positions and proposals of the MCPA.

### **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 MCPA upon request, based on the operational needs of the department, for the following reasons:

1. Attendance at meetings of a disciplinary nature when presence is requested by the Employee.
2. Attendance at meetings with management at either the departmental or County level.
3. Attendance at new employee orientation.
4. Meet and confer session.
5. Attendance at meetings when requested by the Board and/or commissions that affect wages, hours, and working conditions of Employees represented by this MOU.

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6. Testifying or appearing as the designated MCPA 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.

### 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 MCPA with an annual or other periodic schedule of new employee orientations when available. Such notification shall meet the '10-day notice' requirement.

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

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

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

### B. Certification

The changes in the MCPA 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 MCPA 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 MCPA.

**D. Refund to Employer**

The MCPA 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 MCPA 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 layoff, 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. To limit or prohibit the right of Employees in certain positions or classes of positions from forming, joining, or participating in employee organizations as provided by the California Government Code, and designating such employees in the current Salary Resolution.
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 “[D1B2 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 “D1B2 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 the implementation of this section will have their corresponding salary range moved to the new salary range identified in the table below to

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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.

Title	Current Range	New Range
Deputy District Attorney I	314	314
Deputy District Attorney II	344	344
Deputy District Attorney III	374	374
Senior Deputy District Attorney	384	385
Supervising Deputy District Attorney	404	405

### B. Payroll

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

### C. Direct Deposit

The County shall continue 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 140 on the D1B2 0120 salary schedule shall be eliminated as these ranges are under the Federal Minimum Wage.

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

1. The American Rescue Plan Act (ARPA) rules continue to allow the use of funds for one-time, off-schedule payments as of the ratification date of the successor MOU.

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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.
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 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 2020 through July 2020 and during the secondary surge of the pandemic, specifically during the months of October 2020 through January 2021. Premium pay shall be paid to the employee as follows:

1. Those employees required to work between ninety to one hundred percent (90-100%) of their time in-person during the qualifying months as listed above shall receive one

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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 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. Temporary Assignment Pay/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. All requests for temporary assignments and/or work out-of-class shall be submitted to the Director of Human Resources for authorization or denial.

#### C. Bilingual Pay

Bilingual Pay shall be paid at the rate of sixty-five dollars (\$65) per month.

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.

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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. 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.

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

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

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

To assist in retaining qualified employees within hard-to-recruit classifications, Employees within MCPA will be eligible for a one-time payment of two thousand five hundred dollars (\$2,500). 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

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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 60 days of an employee's transfer/voluntary demotion or resignation/termination of employment.

### **F. Monthly Incentive pay for Classifications Designated as Hard to Recruit**

To assist the District Attorney's Office in retaining Employees within MCPA, Employees shall be paid an additional two and one-half percent (2.5%) monthly incentive pay. The two and one-half percent (2.5%) incentive will be paid to employees beginning the month after ratification of the successor MOU until 30 days following the conclusion of negotiations regarding the Classification and Compensation Study. The incentive pay shall be calculated from the Employee's base rate of pay.

The County and MCPA shall meet at the conclusion of negotiations regarding 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. MCLE Class Training Pay**

Employees designated as MCLE trainers and who are required to prepare and teach a class certified by the California State Bar Association will be given a one-time payment of five hundred dollars (\$500) for each class taught.

### **H. Criminal Law Specialist Incentive Pay**

Incentive pay shall be granted to those MCPA employees who complete certification as a Criminal Law Specialist through the State Bar of California and shall be effective the first day of the pay period following submission of a valid certificate. Employees shall be compensated an additional three and one-half percent (3.5%) calculated solely from the Employee's base rate of pay.

### **I. 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 except as provided below:

If the overpayment is one hundred fifty dollars (\$150.00) or less, the County shall deduct the full amount from the Employee's next payroll check. If the overpayment is greater than one hundred fifty dollars (\$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 Office Staff to resolve the issue in the timeliest manner possible and consistent with past practice.



**ARTICLE 4.5 – ASSIGNMENT PAY**

**A. Attorney Trainer Assignment Pay**

Employees within MCPA who are assigned by the District Attorney, or their designee, to train/mentor new attorneys hired into the Madera County District Attorney’s Office shall be paid an additional two and one-half percent (2.5%) monthly assignment pay during the timeframe assigned to such training/mentoring. The two and one-half percent (2.5%) assignment pay will begin the month the MCPA member is assigned to mentor a new employee and will end the month the training program concludes. The assignment pay shall be calculated from the Employee’s base rate of pay.

**B. Special Unit Assignment Pay**

Employees within MCPA that are regularly assigned to the Special Victims Unit, or the Violent Crimes Unit, shall be paid an additional two and one-half percent (2.5%) monthly assignment pay. The assignment pay shall be calculated from the Employee’s base rate of pay.

**ARTICLE 4.6 – CLASSIFICATION STUDIES**

**A. Classification Study**

1. Job Description 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.
4. Instruct the Agency conducting the study to review benchmark classification for this unit to other agencies’ top-step, non-supervisory position.

**B. Classification Specifications**

If during the term of the Memorandum, classification specifications are created or deleted for classes within the Post Graduate Licensed Professional Unit, the Employer agrees to discuss with the MCPA the proposed adoption or deletion of such classification specifications and meet and confer on proposed salary ranges.

**C. 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 be conducted by the Director of Human Resources.

**D. Reclassification**

All Employee reclassification requests, except as provided for above, will be processed and either approved or denied by the Director of Human Resources in a timely manner.

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 MCPA acting under the provisions of Section 2 (A) of Madera County Ordinance 369 and Madera County Code Chapter 2.60, shall determine the wage rate through the established procedures.

**ARTICLE 4.7 – PROBATIONARY PERIOD**

**A. 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 a 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 the probationary period.

**B. 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 and MCPA agree to maintain medical coverage as provided by the Public Employees' Retirement System (PERS). Any change during the term of the MOU, to other than PERS coverage requires the mutual agreement of the County and MCPA. 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 (excluding Kaiser). The Anthem HMO Select Plan has limited coverage in the Fresno/Madera areas, and to limit the negative impact this will have on Employees, the County will continue to utilize the United Healthcare Plan as the benchmark to fund and maintain a health benefit program at the contribution rate of ninety-five percent (95%) for single member coverage and an additional fifty percent (50%) of the difference for either two-party or dependent coverage for the 2022 Plan Year.

**C. Primary Plan**

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

#### **D. County Contribution**

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

#### **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 accounts (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.

### **ARTICLE 5.3 – EMPLOYEE ASSISTANCE PROGRAM**

#### **A. In General**

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

### **ARTICLE 5.4 – RETIREMENT**

#### **A. CalPERS “Classic Members” Retirement Benefit Formula**

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

#### **B. CalPERS “New Employees” Retirement Benefit Formula**

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

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**C. Employee Retirement Contribution Rates**

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

**D. Military Credit**

The County will maintain the current contract provision with Public Employees Retirement System that provides an option for Employees to purchase military service credit at the Employees expense.

**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	5.00%
15 years	7.50%
20 years	10.00%

This section shall be effective upon ratification of this MOU for all employees.

**ARTICLE 5.6 – LEAVE TIME**

All leave time, regardless of type, shall be used and charged by actual time used.

**ARTICLE 5.7 – SICK LEAVE**

**A. Sick Leave Accrual**

Employees in the Post Graduate Licensed Professional Unit shall be allowed eight (8) hours sick leave credit for each month of continuous full-time service with unlimited accrual. Upon retirement, accrued sick leave shall be converted to Service Credit pursuant to Article 5.7 (F).

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Upon termination, in addition to their regular compensation, Employees will be paid for their accrued sick leave balance pursuant to Article 5.7 (G).

### B. Sick Leave Accrual during Leave Without Pay

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

### C. Sick Leave Usage

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

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

### D. Verification of Treatment

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

### 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 payout provision outlined in their respective MOU.

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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., two hundred fifty (250) (eight (8) hour) days, or two thousand (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 payout provision outlined in their respective MOU.

### G. 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 percent (50%) 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%

### H. Integration of Benefits

Employees receiving State Disability Insurance or Workers' Compensation Temporary Disability Benefits, and/or Social Security Disability benefits, shall 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 salary when not receiving such benefits, to equal the employee's gross salary when receiving such benefits, for each day of disability payment until leave balances are exhausted. The average annual hourly rate as contained on the appropriate salary table shall be used for this purpose.

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**I. 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.

**J. Use of Sick Leave during Pregnancy**

Employees shall be allowed to use sick leave privileges due to pregnancy or illness accompanying pregnancy.

**K. No Disturbance While on Sick Leave**

Employees off work on sick leave will not be disturbed by the County regarding work assignments, unless determined by the Department Head that normal County business cannot be maintained or postponed without such contact.

**ARTICLE 5.8 – VACATION**

**A. Vacation Accrual**

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

<b>Years of Service</b>	<b>Accrual Rate</b>
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 during Leave without Pay**

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

**C. Use 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

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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.

### D. Vacation Cash Out Program

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

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

1. Employees may be eligible to cash out up to eighty (80) hours of accrued vacation per calendar year.
2. Eligible employees can cash out accrued vacation hours up to two (2) times per year. The established cash out months are March and November of each calendar year.
3. In order to cash out vacation hours under this section, Employees must complete an irrevocable election pre-designating the number of accrued vacation hours (up to eighty (80)) the Employee will cash out in the two cash out months in the following calendar year. Only hours accrued in the calendar year following the date of the election will be eligible for cash out.
4. Any vacation hours accrued in previous calendar years, and vacation hours accrued in the present calendar year which have not previously been designated for cash out pursuant to an election, shall remain in the Employee's vacation bank and are not eligible for cash out.
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 pay period. For example, an eligible Employee must have one hundred (100) hours of accrued vacation as of the end of February to be eligible to cash out hours in March.



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7. All cash out hours shall be paid at the Employee's hourly rate (which includes the base hourly rate, longevity and any special incentive/assignment pay) that was in effect during the pay period of the cash out.
8. Eligible Employees must submit their cash out election to the assigned departmental payroll representative by December 15<sup>th</sup> 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 15<sup>th</sup> of the present calendar year will not be eligible to cash out any vacation hours pursuant to this section in the following year.
9. Following submission of an Employee's election, the assigned departmental payroll representative shall: 1) ensure that the interested Employee meets the minimum eligibility requirements as stated herein; and 2) submit the election form to the Department of Human Resources.
10. Employees eligible to receive a cash out pursuant to this section understand that the Auditor-Controller's Office is obligated to withhold any personal income taxes due pursuant to Federal and State Law, and that the cash out and all other reportable income will be reported and included on participating Employees' annual W-2 forms. Employees also understand that they are solely responsible for any personal Federal and/or State income tax obligations associated with participation in the Cash Out Program. The County is not responsible for advising Employees about any State or Federal tax obligations, nor is the County responsible for paying any portion of an Employee's tax obligation.
11. The cash outs are not defined as Special Compensation pursuant to the provisions of the California Public Employees Retirement System (CalPERS). As a result, cash outs are not subject to the County's or the eligible Employee's monthly retirement contribution rate and will not be included as part of final compensation for retirement purposes.
12. All accrued vacation hours in an Employee's vacation bank that are not cashed out pursuant to this section shall be available for leave usage and/or for pay out upon separation from employment.

### **ARTICLE 5.9 – HOLIDAYS**

The following days are established as holidays for Employees of the Post Graduate Licensed Professional Unit:

New Year's Day, January 1  
Martin Luther King Jr. Day, the third Monday in January  
Presidents' Day, the third Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Veteran's Day, November 11  
Thanksgiving Day, the fourth Thursday in November  
Friday After Thanksgiving  
Christmas Day, December 25

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8-Hour Winter Holiday (to be taken Christmas Eve)  
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 shall be credited on January 1<sup>st</sup> of each year. Use of floating holidays may be requested and scheduled in accordance with provisions of Madera County Code Section 2.60.590.

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

Whenever a holiday falls on a Saturday or Sunday, the previous Friday, or the following Monday, respectively, shall be recognized in lieu thereof. Any officer or Employee whose regularly scheduled day off falls on a holiday or who is otherwise required to work on a holiday shall be entitled to holiday compensatory time.

### **ARTICLE 5.10 – RETURN TO WORK MEDICAL ASSESSMENT**

#### **A. County Assessment**

Employees required by the Department of Human Resources to have a County physical and psychological assessment due to certain types of illnesses or injuries or long-term disabilities and who are released to return to work by their attending physician shall be available for any assessment by the Public Health Department. Except in cases for 'fitness for duty' the determination of the assessment will be made based on the Employee's circumstances.

#### **B. Scheduling the Assessment**

After receipt of notice of the Employees ability to return, the Department of Human Resources and the Public Health Department shall within three (3) working days schedule and conduct the Employee's examination.

#### **C. No Loss of Pay**

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

### **ARTICLE 5.11 – LEAVE WITH PAY**

#### **A. Special Leave with Pay**

An Employee shall be granted special leave with pay not to exceed a total of 80 hours in any one calendar year to be charged to sick leave in the event of an illness of an Employee's family member. Family member is defined as the Employees spouse, child, parent, registered domestic partner, grandparent, grandchild, or sibling. 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

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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 an emergency. No request for personal leave will be denied by the Department unless the absence will cause an adverse impact upon the functioning of the Department.

### **ARTICLE 5.12 – BEREAVEMENT LEAVE**

Employees will be entitled to three (3) days (twenty-four hours) paid Bereavement Leave not to be charged to any personal balance, per occurrence, for the death of an immediate family member. An Employee shall be granted special leave with pay not to exceed a total of 56 hours in any one 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 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 Employer 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 work schedule which pertains to a 4/10 workweek; "Quiet Time;" "Flex time" or other variation may be implemented upon the mutual agreement of the County and the MCPA. The County will review such written scheduling proposals as to how they will serve the best interest of the County.

The work schedule pattern will have an evaluation period comprised of two ninety (90) day periods. During the first ninety (90) day evaluation period, the County or the MCPA 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 the MCPA in writing of the decision.

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Upon the successful conclusion of the second ninety (90) day evaluation period any change in the work schedule pattern will require the County to meet and confer with the MCPA.

Upon the successful conclusion of the second ninety (90) day evaluation period any change in the 4/10 workweek will require the County to meet and confer with the MCPA.

### **ARTICLE 6.2 – REST AND MEAL 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.

#### **B. Meal Periods**

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

### **ARTICLE 6.3 – MANAGEMENT LEAVE**

Employees within MCPA, in lieu of overtime, shall receive seven and one-half (7.5) days (sixty (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.

### **ARTICLE 6.4 – REIMBURSEMENTS AND PROVIDED EQUIPMENT**

#### **A. Personal Vehicle Usage**

Employees required to use their private vehicles for County business shall be compensated for the use of said vehicle at the IRS approved current rate adopted by the County Board of Supervisors.

Compensation for mileage shall be paid as prescribed by the Auditor-Controller.

#### **B. Fee for Bar Dues, Licenses, Registrations and Certifications Required of a Class**

The County will reimburse Employees in the classifications listed below for their basic annual fees and expenses to maintain their State Bar License.

1. Deputy District Attorney I, II, and III
2. Senior Deputy District Attorney
3. Supervising Deputy District Attorney

**ARTICLE 6.5 – SAFETY**

**A. Promoting the Prevention of Accidents**

The Employer and the MCPA 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.

**F. Carrying of Non-Lethal Chemical Agents**

If the Department Head determines that Employee safety requires the carrying of non-lethal chemical agents, the County will provide the necessary training and equipment.

**ARTICLE 6.6 – 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 leave of County employees.

**B. Auditor-Controller’s Office Files**

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

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### **C. Confidential Nature of Personnel Record**

All official personnel records/files maintained by the Department of Human Resources shall be considered to be of a confidential nature and will be made available only to the Employee, to the Board of Supervisors, to the Employee's appointing authority or Assistant Department Head, or their legal 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 evaluations, to be placed in the personnel file must be signed and dated by the submitting authority, after the following has occurred:

1. Employee is given notice.
2. Employee is given a copy of the document.
3. Employee is given an opportunity to review and comment thereon.
4. Employee has been given the opportunity to sign and date the document.

### **E. Document Rebuttal**

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

## **ARTICLE 6.7 – EMPLOYEE TRANSFERS**

### **A. Transfer and Voluntary Demotion**

An Employee may request consideration for transfer to vacant positions in the same class or class with a lower rate of pay (voluntary demotion) pursuant to County Code Section 2.57.090, Rule 6-14. When vacancies occur in the class being requested, the names of Employees requesting transfer shall be submitted for consideration along with the certification of names from an eligibility list. Employees requesting to transfer or to voluntarily demote shall be subject to a new probationary period unless permanent status has previously been obtained in the new position. 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 prior to any other requests for transfer or certification of names from an eligibility list.

**ARTICLE 6.8 – EMPLOYMENT RIGHTS APPEALS**

**A. Employment Rights Appeals Defined**

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

**B. Interagency Merit System**

Employees with permanent status 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.

**C. Election of the Civil Service Commission**

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

**D. Civil Service Commission**

Employees not under the jurisdiction of the Interagency Merit System must utilize the Civil Service Commission for Employment Rights Appeals.

**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 MCPA of a violation of this MOU, a right as to wages, hours, or other terms or conditions of employment. It may involve such things as work assignments, physical facilities, defective equipment, a claimed violation of established rules, past practices, alleged unfair treatment, and safety or health hazards.

**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.

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The Department Head shall give the Employee a written response within ten (10) working days.

3. The County and the MCPA may mutually agree to waive steps one (1) and two (2) and proceed directly to use the services of a mediator 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 Grievance Advisory Committee (Committee).
  - a. The Committee shall be comprised of one (1) representative selected by the Grievant, one (1) representative selected by the Department Head, and one (1) member of the Civil Service Commission (Commission), selected by the President of the Commission, who shall serve as Chairman. No member of the Committee selected by the Grievant and Department Head shall have direct involvement in the grievance in question.
  - b. The Committee shall be convened within twenty (20) working days to hear the grievance.
  - c. The Committee shall render a recommendation within ten (10) working days of the hearing.
  - d. The recommendation of the Committee shall be submitted to the Commission for its review and decision. Should the Commission not accept the findings or recommendation(s) of the Committee, a hearing date may be set for the Commission to review the case. The decision of the Commission shall be final.

### C. Timeline Limits

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

## ARTICLE 7.2 – IMPASSE PROCEDURES

### A. Definition of Impasse

"Impasse" means that the Representatives of the County and the MCPA 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



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

## ARTICLE 7.3 – REDUCTION IN FORCE

### A. Layoffs

Layoffs shall be within each department.

### B. Layoff within Designated Class Only

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

### C. Provisionals First

Provisionals shall be laid off first.

### D. Layoffs Based on Total Actual Time Worked

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

### E. Breaking Ties

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

1. Employee with the greatest seniority in the class, or the higher class in the department.
2. Employee with the greatest seniority 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 thirty (30) days in advance of the lay-off. A copy of the notification will be submitted concurrently to the MCPA.

#### **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 MCPA.

#### **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. Demotion in Lieu of or After Layoff**

1. An Employee designated to be laid off may elect to be demoted to a lower class in the same series of classes provided that such demotion shall not result in the layoff or demotion of any Employee in the lower class.
2. An Employee who has been laid off may be placed on a reinstatement eligible list for a lower class in the same series of classes at their request. The Employee's name shall be placed on such list after names of Employees laid off from positions in that class.
3. Demotions and appointments resulting from items one (1) and two (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.

#### **J. Salary Range Placement as a Result of a Transfer, Downward Classification or Voluntary Demotion**

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

#### **K. Reinstatement After Layoff**

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

### **ARTICLE 7.4 – DISCIPLINARY ACTION**

#### **A. Representation of Employees**

The Employer recognizes that Employees in the Post Graduate Licensed Professional Unit may be represented by the MCPA in their Employer-Employee relationship with the County.

#### **B. Investigations**

An Employee, whose presence is requested by management to investigate, discuss, or review an action of the Employee likely to lead to discipline, has a right to be represented.

#### **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. 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, subject to appeal.

#### **B. Termination for Cause**

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

**ARTICLE 7.6 – COMPLIANCE WITH MEMORANDUM OF UNDERSTANDING**

**A. Violation of MOU Terms**

In the event of any violation of the terms of this MOU, responsible and authorized representatives of the MCPA 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 into 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 MCPA shall enforce the terms of this MOU on the part of its members.

**B. Interpretation of MOU**

A dispute or difference of opinion concerning the enforcement of this MOU by the Employer or the MCPA, 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*

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Susan Carter, Chief County Negotiator

*Elba Gomez*

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Elba Gomez, Co-Negotiator

Madera County Prosecutor's Association ("MCPA")

*Keane E. Anrig*

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[Keane E. Anrig \(Apr 25, 2022 11:28 PDT\)](#)

Keane Anrig, President