

COUNTY OF MERCED

MEMORANDUM OF UNDERSTANDING

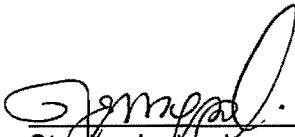
This is a Memorandum of Understanding (MOU) between the County of Merced (County) and the Merced County Attorney's Association (MCAA) Unit 7 a Certified Employee Organization, and has as its purpose the promotion of harmonious relations between the County and the members relating to the establishment of rates of pay, hours of work and other conditions of employment for those employees in the classification represented by the Merced County Attorney's Association (MCAA) Unit 7.

The parties hereto agree the attached documents designated as Exhibits are incorporated herein and made a part thereof, and constitute the complete Memorandum of Understanding between the parties.

Date: June 18, 2019

Merced County Attorney's Association
(MCAA) Unit 7 by:

County of Merced
by:


Stephanie Jamieson, President
MCAA, Unit 7


Lloyd Pareira, Chair
Merced County Board of Supervisors

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MEMORANDUM OF UNDERSTANDING PROVISIONS

SCHEDULE OF SALARY ADJUSTMENTS

Salary Resolution Number 06-120 providing for the compensation of employees in the various and several offices of the County is incorporated herein by reference and is part of the MOU, except as modified in this MOU, as though it was fully set forth herein and is made an integral part of this MOU.

MODIFICATIONS TO RESOLUTION NO. 06-120

Amending Section 4 Salary Table and Index

A. SCHEDULE OF SALARY ADJUSTMENTS

- Effective Pay Period 14 of 2019 – 3.0% base wage increase.
- Effective Pay Period 15 of 2020 – 2.0% base wage increase.

B. MUTUALLY AGREE

The County of Merced and MCAA, representing Bargaining Unit 7, mutually agree on the following bargaining unit provisions:

Health Plan Benefits

The employer will contribute to the health care plan, up to maximum contributions as follows:

	<u>Employer</u>	<u>Employee</u>	<u>Maximum Contribution (Blended)</u>
Individual	100% up to the maximum contribution	Any amount over the maximum contribution	\$420
Spouse	50% up to the maximum contribution	50% plus any amount over the maximum contribution	\$220
Child	50% up to the maximum contribution	50% plus any amount over the maximum contribution	\$100
Family	50% up to the maximum contribution	50% plus any amount over the maximum contribution	\$330

The employee's share of premium over the County maximum contribution will be deducted through the normal bi-weekly payroll process.

Catastrophic Leave

Employees can donate 32 hours to Catastrophic Leave.

Life Insurance

Member policy valued at \$50,000.

Vacation Sell Back

Unit 7 employees may elect to sell back a maximum of twenty (20) hours of accrued vacation time once during each calendar year. Under this provision, payment for Unit 7 employees will be based on their calculated hourly wage rate at the end of Pay Period 24 and issued for Pay Period 25.

Amendments to Existing Language Human Resources Rules and Regulations 2007-22

- **Modify Section 2.G.1.g. with the following language for Unit 7:**

For Unit 7:

G. EMPLOYEE BENEFIT PROGRAMS FOR INJURY OR ILLNESS

1. Workers' Compensation Program (WC)

g. Medical Treatments Covered by WC

Employees will be required to use his/her accrued leave balances for medical treatments (i.e. physician visits, check-ups, lab test, or physical therapy sessions) related to an injury or illness covered by WC and scheduled when an employee is working.

C. SUCCESSOR MEMORANDUM OF UNDERSTANDING

Both parties agree to conduct meet and confer meetings to begin in March of 2021 for a successor MOU.

D. EXCLUSIVE REPRESENTATION

In accordance with Section XI of the Employer/Employee Relations Policy Resolution 91-345, an employee organization certified as the exclusive representative of a representation unit shall have the right to exclusively represent its unit before the appropriate management representatives in matters regarding wages, hours, and other terms and conditions of employment in the meet and confer process.

E. NEW EMPLOYEE ORIENTATIONS

The Union shall be allowed a representative at County-wide orientations for new employees or at departmental orientations held in place of County-wide orientations. Such representatives shall be allowed fifteen (15) minutes to complete a presentation and answer questions of employees in classifications represented by the organization. The union may present informational packets to represented employees at such orientations, such packets being subject to prior review by the County. The County or the department, as the case may be, shall provide reasonable notification to the union in advance of such orientation sessions for new employees.

F. LABOR/MANAGEMENT COMMITTEE

1. The County of Merced and MCAA will continue to meet as a joint committee for the purpose of discussing common issues including, but not limited to, safety issues and policies, contract interpretation and administration, and application and administration of the grievance and appeals procedures.

2. The Committee shall meet each quarter, or as necessary, at times and for durations that are mutually agreeable. Each party shall send no more than three (3) members to each Committee meeting. MCAA members shall be provided release time with pay, if the meetings occur during their regular work hours. Both parties agree to provide an agenda of proposed meeting topics to the other at least five (5) working days before each scheduled quarterly meeting. No quorum will be required as long as a member is present from each party.
3. The Labor/Management Committee is not empowered to supplant contract negotiations, open any existing MOU or other signed agreement between the parties, debate issues which require meet and confer, or abrogate the established disciplinary processes or grievance and appeal processes.

G. JOB ACTION PRECLUSION LANGUAGE

1. During the term of this agreement neither MCAA nor its agents, or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County.
2. MCAA agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this agreement, including their responsibility to remain at work during any interruption, which may be caused or initiated by others, and to encourage employees violating Section 8. A., to return to work.
3. This provision will be extended through June 30, 2021.

H. TERM OF MOU

The term of this Agreement shall run from July 1, 2019 through June 30, 2021.