

COUNTY OF MERCED  
MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between the County of Merced and the Merced County Employees' Association/American Federation of State, County and Municipal Employees (AFSCME), Local 2703, AFL-CIO, a Certified Employee Organization, and has as its purpose the promotion of harmonious relations between the County and Municipal Employees (AFSCME), Local 2703, AFL-CIO, and the establishment of rates of pay, hours of work, and other conditions of employment for those employees in classifications represented by the Merced County Employees' Association/American Federation of State, County and Municipal Employees (AFSCME), Local 2703, AFL-CIO, in Unit 11 – Probation Supervising Employees.

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

Date: June 18, 2019

A.F.S.C.M.E.

by



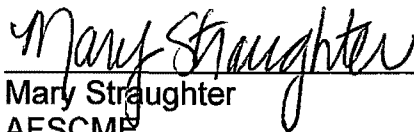
Debbie Macias  
Business Agent AFSCME

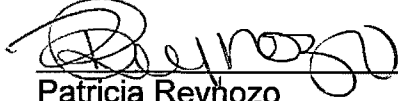
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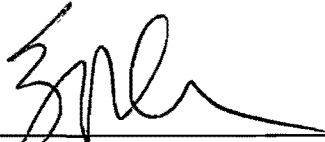
by




Lloyd Pereira, Chairman  
Merced County Board of Supervisors

  
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Mary Straughter  
AFSCME

  
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Patricia Reyhozo  
AFSCME

  
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Zach Robertson  
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AFSCME

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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. CONTINUATION OF LANGUAGE

Current language contained in the Salary Resolution, 06-120, the Human Resources Rules and Regulations, 2007-22, the Recruitment and Selection Policy, Resolution 06-121, and the Employer/Employees Relations Policy, Resolution 91-345, except as modified herein, continues "as is" in all other respects. The County and AFSCME agree that any section of the above-mentioned resolutions, including the Human Resources Rules and Regulations, that pertain specifically to AFSCME will not be changed during the term of this Memorandum of Understanding, absent mutual consent of both the County and AFSCME. In all other respects, both the County and AFSCME agree that any proposed changes to the above-mentioned resolutions, including the Human Resources Rules and Regulations, that are of general applicability to all County employees will be subject to meet and confer, on a coalition basis, with AFSCME and other representative organizations.

#### C. MUTUALLY AGREE

The County of Merced and AFSCME, representing Bargaining Unit 11, mutually agree on the following bargaining unit provisions:

##### Catastrophic Leave

The annual number of hours employees can donate to Catastrophic Leave is 32 hours.

##### Health Plan Benefits

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

	Employer	Employee	Maximum Contribution (Blended)
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.

### **Union Stewards**

AFSCME may designate two Supervising Juvenile Institutions Officer and one Supervising Probation Officer as union stewards.

### **Vacation Sell Back**

Unit 11 employees may elect to sell back a maximum of forty (40) hours of accrued vacation time once during each year. Under this provision, payment will be based on their calculated hourly wage rate at the end of Pay Period 24 and issued for Pay Period 25.

### **Holiday CTE**

Supervising Juvenile Institutions Officers who are FLSA exempt and assigned to departments that are required to provide services seven days a week on a permanent basis, will be entitled to holiday CTE.

### **Administrative Time**

Unit 11 employees in the Supervising Probation Officer classification will receive administrative time in lieu of overtime, equivalent to Unrepresented Management (currently 96 hours) and are also subject to the same approval requirements, calculation basis of hours credited, and method of usage as approved by the Board of Supervisors.

Effective Pay Period 14 of 2015, the classification of Supervising Juvenile Institutions Officers will no longer receive administrative time (96 hours) and will instead revert to overtime eligible.

**Workers' Compensation**

Modify existing language in the Human Resources Rules and Regulations 2007-22, Section 2.G.1.g. as follows:

For Unit 11:

**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.

**Re-Opener**

Upon written notice, the County may re-open negotiations on Maintenance of Benefit; Continuation of Language; and AB119.

**D. EMPLOYEE DATA**

The County will submit the following data to the representative of the Merced County Employees' Association/American Federation of State, County and Municipal Employees (AFSCME) with respect to members of the Merced County Employees' Association/American Federation of State, County and Municipal Employees (AFSCME), Local 2703, AFL-CIO, Bargaining Unit 11 employees:

Name  
Classification  
Department

**E. MAINTENANCE OF BENEFITS**

All benefits provided as described in the current Human Resources Rules and Regulations, Salary Resolution, Employer/Employee Relations Policy, Recruitment and Selection Policy and the current Memorandum of Understanding, except as modified herein, shall be continued.

**F. SUCCESSOR MEMORANDUM OF UNDERSTANDING**

Both parties agree to conduct meet and confer meetings to begin in March of 2021.

**G. 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 AFSCME 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.

**H. NEW EMPLOYEE ORIENTATIONS**

The Union shall be allowed a representative at countywide orientations for new employees or at departmental orientations held in place of countywide 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.

**I. LABOR MANAGEMENT RELATIONS COMMITTEE**

1. The county agrees to establish a Labor – Management Relations Committee (LMRC) to meet on a quarterly basis to discuss common issues including, but not limited to safety issues and policies, contract interpretation and administration, catastrophic leave, FMLA, application and administration of the grievance and appeals procedures and changes or modifications to county rules and regulations.
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. AFSCME 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. Both parties agree that if there are no items to discuss at the quarterly meeting it will be cancelled.
3. The LMRC is not empowered to supplant contract negotiations or abrogate the established disciplinary processes or grievance and appeal processes. Agreements reached by the LMRC that affect the language or interpretation of the contract shall be included as side letters.

**J. JOB ACTION PRECLUSION LANGUAGE**

1. During the term of this agreement neither AFSCME, 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. AFSCME 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 that 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.

**K. TERM**

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