

COUNTY OF MERCED


MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between the County of Merced and the Merced County Public Safety Services Unit (MCPSSU), a Certified Employee Organization, and has as its purpose the promotion of harmonious relations between the County and MCPSSU, and the establishment of rates of pay, hours of work, and other conditions of employment for those employees in classifications represented by the MCPSSU, in Unit 14.

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: 11-6-19

MCPSSU
by



Roberto Torres
DSA President

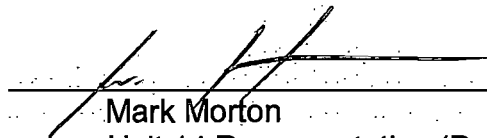
County of Merced
by



Lloyd Pareira, Chairman NOV 19 2019
County of Merced Board of Supervisors



Leslie Houser
Unit 14 Representative (Dispatcher)



Mark Morton
Unit 14 Representative (Deputy Coroner)

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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 25 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 MCPSSU agree that any section of the above-mentioned resolutions, including the Human Resources Rules and Regulations, that pertain specifically to MCPSSU will not be changed during the term of this Memorandum of Understanding, absent mutual consent of both the County and MCPSSU. In all other respects, both the County and MCPSSU 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 MCPSSU and other representative organizations.

C. MUTUALLY AGREE

The County of Merced and MCPSSU, representing Bargaining Unit 14, mutually agree on the following bargaining unit provisions:

Retirement

Miscellaneous Members - Creation of a third tier for new employees pursuant to Government Code Section 37676.1, which is 1.92% @ age 60 and 2.43% @ age 65+, with a 3-year average of salaries implemented for final compensation calculations.

Safety Members - Creation of a third tier for new employees pursuant to Government Code Section 31664.0, which is 2.0% @ age 50 and 2.62% @ age 55+, with a 3-year average of salaries implemented for final compensation calculations.

General Members:

1. The parties hereto acknowledge that state law requires any changes in the retirement benefit formula for general member employees of Merced County shall be the same for all general member employees and implemented on the same date. The implementation of the provisions of this Agreement is contingent upon the County of Merced reaching an agreement with the representatives of all bargaining units representing general member employees of Merced County.
2. The parties agree that regular, full-time, active, general member employees who become employed by Merced County on or after a date the County may legally implement the new tier, shall have the benefit formula provided in Government Code Section 37676.1 applied when calculating retirement benefits.
3. General member employees shall continue to contribute one hundred percent (100%) of the members contribution rate established under the '37 Act Retirement System. The County shall not be responsible to pay any portion whatsoever of the general member employees' contribution rate. General member employees shall not be responsible to pay any portion whatsoever of the County's contribution rate.
4. To the extent permitted by applicable law, all general member employee contributions shall be deducted from the employees' compensation pretax. These contributions shall become part of the employees' accumulated retirement contribution fund.
5. Pursuant to Government Code Section 31462, retirement benefits shall be based on an average of the highest, consecutive 78 pay periods. Pursuant to Government Code Section 31672, the minimum age for regular retirement shall be age 55. Pursuant to Government Code Section 31727, the nonservice disability retirement schedule shall be provided.

Safety Members:

1. The parties hereto acknowledge that state law requires any changes in the retirement benefit formula for safety member employees of Merced County shall be the same for all safety member employees and implemented on the same date. The implementation of the provisions of this Agreement is contingent upon the County of Merced reaching an agreement with the representatives of all bargaining units representing safety member employees of Merced County.
2. The parties agree that only regular, full-time, active, safety member employees who are employed by Merced County on or after a date the County may legally implement the new tier, shall have the benefit formula provided in Government Code Section 31664.0 applied when calculating retirement benefits.
3. Safety member employees shall contribute one hundred percent (100%) of the members contribution rate established under the '37 Act Retirement

System. The County shall not be responsible to pay any portion whatsoever of the safety member employees' contribution rate. Safety member employees shall not be responsible to pay any portion whatsoever of the County's contribution rate.

4. To the extent permitted by applicable law, all safety member employee contributions shall be deducted from the employees' compensation pretax. These contributions shall become part of the employees' accumulated retirement contribution fund.
5. Pursuant to Government Code Section 31462, retirement benefits shall be based on an average of the highest, consecutive 78 pay periods. Pursuant to Government Code Section 31663.25, the minimum age for regular retirement will be established as 50. Pursuant to Government Code Section 31727.2, the nonservice disability retirement schedule shall be provided.

Health Plan Benefits

Effective January 1, 2017 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

Increase annual number of hours employees can donate to Catastrophic Leave from 16 hours to 32 hours.

Vacation Sell Back

Unit 14 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 14 employees will be based on their calculated hourly wage rate at the end of Pay Period 24 and issued for Pay Period 25.

Sheriff Dispatcher – Re-opener

During the term of this agreement (sunsets 6/30/2021), upon written notice by either party, meet and confer to discuss only possible base wage increase for Sheriff Dispatcher I/II classification.

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

- **Modify Section 8.E.3. with the following language for Unit 14:**

E. Personnel File

3. Written reprimands shall be removed from an employee's personnel file after twelve (12) months. This provision applies only to those employees in Units 3, 4, 5, 6, 8, and 11. For employees in Units 10 & 14, written reprimands shall remain in the personnel file (unless otherwise directed by the hearing officer).

- **Modify Section 2.G.1.g. as follows for Unit 14:**

WORKERS' COMPENSATION

For Unit 14:

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.

Amendments to Existing Language Salary Allocation Resolution 06-120

AMENDING SECTION 8, C. Such Section is amended to read as follows, effective upon ratification by the Board of Supervisors.

- **FTO – Modify the following language to Section 8.G.5. for Unit 14:**

5. A 5% differential will be paid to employees in the classifications of Sheriff Dispatcher I/II and Deputy Coroner I/II for actual hours worked and only when actually assigned to be responsible for training employees. The Sheriff will determine the positions needed for training.

D. EMPLOYEE DATA

The County will submit the following data to the representative of the Merced County Public Safety Services Unit (MCPSSU) with respect to members of the MCPSSU, Bargaining Unit 14 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 MCPSSU 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. MAINTENANCE OF MEMBERSHIP

Maintenance of Membership is continued with the provision to cancel dues deductions during the first five (5) working days in June of each calendar year, on a form prescribed by the Union. The Maintenance of Membership provision and the closure of the window periods will be extended through June 30, 2021. The Union shall indemnify, defend, and hold the County, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense, costs, suits, or other action or liability of any kind or nature arising from this section, including claims for or related to limited time period for cancelling dues, employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations.

J. 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. MCPSSU 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.

K. JOB ACTION PRECLUSION LANGUAGE

1. During the term of this agreement neither MCPSSU, 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. MCPSSU 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.

L. TERM

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