

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 4-Maintenance, Unit 5-Technical, Unit 6-Health Services, and Unit 8-Public Services.

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: 9/24/19, 2019

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




Kristy Waskiewicz
Business Agent, AFSCME

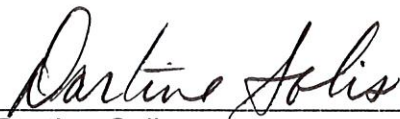
County of Merced
by



Lloyd Pareira, Chairman OCT 1 2019
Merced County Board of Supervisors



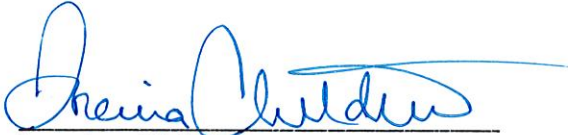
Mary McWatters
Business Agent, AFSCME



Dartine Solis
President, AFSCME



Sam Douthit
AFSCME, Unit 4



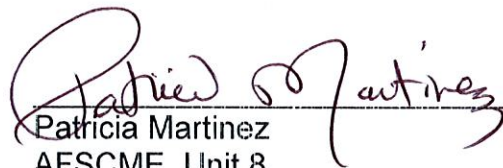
Loreina Childress
AFSCME, Unit 5



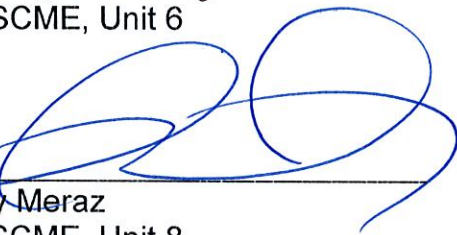
Lao Yang
AFSCME, Unit 5



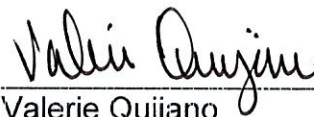
Melissa Salazar
AFSCME, Unit 6



Patricia Martinez
AFSCME, Unit 8



Moy Meraz
AFSCME, Unit 8



Valerie Quijano
AFSCME, Unit 8

Tanya Riley
AFSCME, Unit 8



Denise Duran
AFSCME, Unit 8 Safety



Paul Flores
AFSCME, Unit 8 Safety



Courtney Graves
AFSCME, Unit 8 Safety

TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING PROVISIONS

A.	Schedule of Salary Adjustments	4
B.	Continuation of Language	4
C.	Mutually Agree	4-5
	Health Plan Benefits.....	4-5
	Catastrophic Leave	5
	Vacation Sell Back	5
	Recruitment/Retention Clean-Up	5
	Salary Allocation Resolution Clean-Up	6
D.	Employee Data.....	6
E.	Maintenance of Benefits.....	6
F.	Successor Memorandum of Understanding	6
G.	Exclusive Representation.....	6
H.	New Employee Orientations.....	6
I.	Maintenance of Membership	7
J.	Labor - Management Relations Committee.....	7
K.	Job Action Preclusion Language	7
L.	Term.....	7

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 21 of 2019 – 2.0% 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 Units 4, 5, 6 & 8, 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:

	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.

Catastrophic Leave

In lieu of the County-wide catastrophic leave policy, AFSCME (4, 5, 6, & 8) shall have their own catastrophic leave bank. The qualifications to donate or receive leave shall remain the same as the existing County policy, however donations will be exclusively for the use of AFSCME employees. As such, employees in AFSCME receiving benefits will only be entitled to receive the available hours in the AFSCME bank. An AFSCME employee who otherwise qualifies for catastrophic leave will not be entitled to receive any hours in the county-wide catastrophic leave bank. AFSCME employees may designate their donated hours to a specific individual recipient. In cases where no AFSCME employee is designated, the donated hours will go into the general AFSCME bank for all AFSCME employees to use. The annual number of hours employees can donate to Catastrophic Leave is 32 hours. The County agrees to provide, on a quarterly basis, the number of hours donated, used and the balance of hours in the AFSCME bank.

Vacation Sell Back:

Units 4, 5, 6, & 8 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 Units 4, 5, 6, & 8 employees will be based on their calculated hourly wage rate at the end of Pay Period 24 and issued for Pay Period 25.

Recruitment & Retention Differential Clean-up:

Merge special pay differential into base pay by changing base salary of Occupational/Physical Therapist I/II classification from range 76.1 to range 78.1 for level I and from 78.1 to 80.1 for level II (10%) and eliminate the Recruitment and Retention special pay differential in Section 8.M.1. of the Salary Allocation Resolution.

Salary Allocation Resolution Update:

Update Salary Allocation Resolution, Section 8.F.2.d. as follows:

d. Employees in the regular classifications of Assistant Shop Supervisor, Assistant Road Supervisor, Automotive Technician, Senior Automotive Technician, Heavy Equipment Mechanic I/II, Building Inspector I/II/III, Road Maintenance Worker I/II/III and Parts Supply Clerk I/II will be provided safety boots per the AFSCME MOU.

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 4, 5, 6 and 8 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. MAINTENANCE OF MEMBERSHIP

Maintenance of Membership is continued with the provision to cancel dues deductions during the first five (5) working days in August, on a form prescribed by the Auditor-Controller. The Maintenance of Membership provision and the closure of the window periods will be extended through June 30, 2021.

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 mutually agreed upon 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.

Parties agree to include AB119 and Maintenance of Membership (SB 866) in LMC discussion.

K. 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.

L. TERM

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