

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: _____, 2024

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

County of Merced
by

Mary McWatters
Business Agent, AFSCME

Rodrigo Espinosa, Chairman
Merced County Board of Supervisors

Jerald Phelps
President, 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

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

Effective October 7, 2024, the employer will contribute to the health care plan, up to maximum contributions based on the rate of the Anthem 1500 plan for 2024. Effective January 1, 2025, the maximum contribution will be based on the rate for the Anthem 1500 plan for 2025.

	Employer	Employee	Maximum Contribution 7/29/2024	Maximum Contribution 1/1/2025
Individual	100% up to the maximum contribution	Any amount over the maximum contribution	\$475.85	Based on Anthem 1500
Spouse	50% up to the maximum contribution	50% plus any amount over the maximum contribution	\$258.23	rate for 2025
Child	50% up to the maximum contribution	50% plus any amount over the maximum contribution	\$129.69	↓
Family	50% up to the maximum contribution	50% plus any amount over the maximum contribution	\$417.00	↓

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 forty (40) 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.

Direct Deposit:

All employees will be required to have direct deposit and will no longer be given the option to have a paper check issued for payroll purposes.

Telework:

Approve a Countywide Administrative Telework Policy that provides an opportunity for Departments to designate employees who meet the eligibility criteria to work at an approved telework worksite for a portion of their workweek, no more than 50% of the employee's regular work schedule during a pay period.

Participation in teleworking will be at the discretion of each Department Head. Departments that move forward with telework will meet and confer with Labor, and in coordination with Human Resources, on the specific procedure and eligibility criteria for employees based on assignment and the type of work performed at each Department.

Updates to the Human Resources Rules and Regulations Resolution 2007-22:

Holidays:

In lieu of designating additional days as County holidays such as Juneteenth or Cesar Chavez, County will provide 1 additional optional holiday to each employee. Additionally, County agrees to add an optional holiday at two different intervals based upon years of service (longevity) and update HR Rules and Regulations, Section 2.D.8.m. as follows:

- m. Optional Holiday(s)** - This shall mean any consecutive eight (8) hour working day during the fiscal year selected by an employee and approved by their department

head. Selection of the Optional Holiday by the employee shall be requested at least fifteen (15) days prior to the date requested, except in cases of emergency and for special circumstances that would require immediate approval by the department head. Any employee who has requested, in writing, their optional holiday within the prescribed time frames, and had it denied due to departmental workload constraints, shall be paid for that day in the first pay period following the end of the fiscal year. Units 4, 5, 6 & 8 employees shall receive one additional optional holiday per fiscal year in lieu of County designating specific date. Units 4, 5, 6 & 8 will also have an additional optional holiday added at the completion of 10 years of continuous service and 20,800 work hours and at the completion of 15 years of continuous service and 31,200 work hours.

Sick Leave:

Increase sick leave accrual each pay period and update HR Rules and Regulations, Section 2.F.1. as follows:

SECTION 2. TERMS OF EMPLOYMENT

F. SICK LEAVE

1. Except elective officials, each full-time employee of the County of Merced shall earn .0462 hours of sick leave with pay for each paid regularly scheduled working hour. Units 4, 5, 6 & 8 full-time employees shall earn .0625 hours of sick leave with pay for each paid regularly scheduled working hour. All employees may earn up to a maximum of:

Personnel File:

Allow electronic authorization as form of approval for designated representative to review personnel files and update HR Rules and Regulations, Section 8.E.1. as follows:

E. Personnel File

A copy of all written disciplinary actions shall be provided to the employee and filed in their personnel file. An employee shall have the right to answer such action in writing within ten (10) working days and such answer shall be filed in their personnel file. The employee shall have reasonable access to review their personnel file.

1. In the absence of the employee, either a signed statement by the employee or electronic authorization authorizing the designated representative to review the employee's personnel file will be acceptable.

Bereavement Leave:

L. BEREAVEMENT LEAVE

2. Bereavement leave with pay not chargeable to vacation or sick leave shall be granted due to the death of a relative in the first degree as outlined below:
 - a. Regular full-time County employees or employees in Employment At-Will status compelled to be absent from duty due to a death of a relative in the first degree, shall be entitled to three (3) regularly scheduled work days.

Employees working under an alternate work schedule shall be entitled to the equivalent of three (3) eight (8) hour workdays not to exceed twenty-four (24) work hours off. A regular Variable-Shift employee shall be entitled to a maximum of 12 work hours off for bereavement leave. Units 4, 5, 6 & 8 employees shall be entitled to five (5) regularly scheduled work days. Employees working under an alternate work schedule shall be entitled to the equivalent of five (5), eight (8) hour workdays not to exceed forty (40) work hours off. A regular Variable-Shift employee shall be entitled to a maximum of 20 work hours off for bereavement leave. As Units 4, 5, 6 & 8 employees are receiving 5 days, they are excluded from section 2.b. below:

Vacation:

Increase vacation accrual cap based upon 15+ years of service (longevity) to 400 hours for full time employees and 200 hours for variable shift employees and make the necessary update to HR Rules and Regulations, Section 2.E.1. as follows:

Years of Service/Regular Hours Worked	Vacation Hours/Days Earned (per hour worked)	Full-Time Employee's Vacation Accumulation Account Limit	Variable-Shift Employee's Vacation Accumulation Account Limit	40 additional vacation hours will be credited to account:
0 – 5 Years Up to 10,400 hrs	(.03846) 10 Days per year	160	80	At completion of 10,400 hours worked.
5 – 10 Years Up to 20,800 hrs	(.0577) 15 Days per year	240	120	At completion of 20,800 hours worked.
10 Years & over Above 20,801 hrs	(.07694) 20 Days per year	320	160	N/A
15 + Years Above 31,200 hrs		400	200	N/A

Employee Development:

- Units 4, 5, 6, and 8 employees holding regular permanent positions are eligible for reimbursement of any license or certificate fees for which they are required to maintain as described under the minimum qualifications section of the class specification. This provision only applies to positions funded by Federal or State allocations.

Salary Allocation Resolution Update:

Change Salary Allocation Resolution, Section 8.F.2.d. to add the following language:

F. UNIFORM ALLOWANCE

2. Public Works

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

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 2025.

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

AFSCME shall advise the Employer of the amount of dues and voluntary deductions, and such notification shall be in writing over the signature of an authorized Union Representative. The Employer will deduct dues and voluntary deductions from each Employee paycheck for whom AFSCME has reported as a member. Such dues shall be remitted to AFSCME bi-weekly with an itemized statement. Deductions will cease upon notification from AFSCME to the Employer that the Employee is no longer subject to dues and voluntary deductions or when an Employee is no longer on payroll.

Employees who contact the Employer regarding membership dues will be directed to the Union.

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.

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, 2025.

L. TERM

The term of this Agreement shall run from July 1, 2024 through June 30, 2025.