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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

1. Current language contained in the Salary Allocation Resolution, 06-120, the Human Resources Rules and Regulations, 2007-22, the Recruitment and Selection Policy, Resolution 2013-92, and the Employer/Employees Relations Policy, Resolution 91-345, except as modified herein, continues “as is” in all other respects.
2. The County and UPE agree that any section of the above-mentioned resolutions, including the Human Resources Rules and Regulations, that pertain specifically to UPE will not be changed during the term of this MOU, absent mutual consent of both the County and UPE. In all other respects, both the County and UPE 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 UPE and other representative organizations.

#### C. MUTUALLY AGREE

The County of Merced and UPE, representing Bargaining Unit 3, mutually agree on the following bargaining unit provisions:

##### Health Plan Benefits

Effective July 29, 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**

Employees can donate 32 hours to Catastrophic Leave.

**Vacation Sell Back:**

Unit 3 employees may elect to sell back a maximum of ~~twenty (20)~~ forty (40) hours of accrued vacation time once during each calendar year. Under this provision, payment for unit 3 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.

**Employees Retirement Contribution**

Effective Pay Period 6 of 2005 for general employees shall contribute 100% of the members' contribution rate established under the 1937 Act Retirement System. The County shall not be responsible to pay any portion whatsoever of the general member employees' contribution rate.

**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:**

**Bereavement Leave**

Change number of days of paid bereavement leave from 3 days paid to 5 days paid and remove the 500 mile requirement for the 2 additional days to be granted. Update HR Rules and Regulations Section 2.L.2.a. as follows:

**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. Unit 3 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 Unit 3 employees are receiving 5 days, they are excluded from section 2.b. below:

**Vacation Accrual Cap**

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:

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

**Working Hour, Work Week and Overtime**

1. All County Offices shall operate and be open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday, unless the Board of Supervisors specifically approves other operating hours.
2. Eight (8) hours shall constitute a day's work for all employees unless otherwise provided in this Section, except for Variable Shift.
3. Except as may be otherwise provided in this Section, and excepting Variable Shift employees, and employees assigned to work an alternate work schedule, the official work week of the County of Merced shall begin at 11:00 p.m. on Sunday and shall be five (5) working days of eight (8) hours each. It shall be the duty of each department head to arrange the work of his department so that each employee therein shall work not more than five (5) days in each calendar week except that a department head may require any employee in his department to temporarily perform services in excess of five (5) days per week when public necessity or convenience so requires.
4. "Overtime" for employees assigned to work a regular 40 hour work week shall be defined as time actually worked beyond eight (8) hours in a day, or forty (40) hours in a work

week. Holidays and CTO (compensatory time off) shall be considered hours worked. Overtime for employees assigned to work an alternate work schedule (AWS) shall be defined as time actually worked beyond their regularly scheduled hours in the designated workweek.

- a. The County retains the option to establish the official work period for Mental Health Inpatient Unit personnel at 14 consecutive days, pursuant to Section 7 (j), of the Fair Labor Standards Act (FLSA), with overtime defined as regular hours worked beyond eight (8) in a day or 80 in a bi-weekly pay period.
5. If in the judgment of a department head, work beyond the normal workweek provided in this Resolution is required, he/she shall authorize such overtime to be compensated for in pay or equivalent time off at the rate of time and one-half. Overtime compensation will be paid to the nearest quarter-hour. Amounts of up to eight (8) minutes may be rounded down, but amounts over eight (8) minutes must be rounded up. Either paid overtime or Compensatory Time Earned (CTE) must be approved in advance by the Department Head or designee. Employees will be permitted to use accrued CTE as requested, provided it is requested with adequate advance notice and does not unduly disrupt department operations. (Requiring the use of overtime to replace an employee utilizing CTE is not considered unduly disruptive to a department's operations.) Compensating time off will be paid quarterly at the overtime rate of time and one-half the employee's regular rate of pay including area differential but no other special pays. Quarterly pay outs will be made in the pay periods which include the following dates: January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>. Employees may request and be paid overtime services at the rate of time and one-half upon approval of the department head and provided funds for such overtime payment have been appropriated in the departmental budget. Such overtime compensation shall be separately itemized on the biweekly payroll. Department heads shall request advance approval for payment of overtime in excess of the overtime contained in the line item appropriation of the departmental budget and such approval shall be in writing from the County Executive Officer. Copies of prior authorization for overtime payment shall be provided to the Auditor-Controller's Office and Human Resources. The County Executive Officer shall have authority to monitor the overall use of overtime in the County.
  6. Compensatory time earned should be used for approved time off prior to using earned vacation time. Department heads shall deny use of vacation hours to cover approved time off whenever the affected employee has an unused comp time balance to substitute for all or part of the approved time off. The exception would be if the employee was nearing their maximum vacation accumulation.
  7. Alternate work schedules may be established by a department upon completion of the following:
    - a. Development of plans, following approval by the department head, and UPE where appropriate.
    - b. Submission of the plan to the County Executive Officer and Director of Human Resources for appraisal and approval.
    - c. Changes to existing approved AWS plans require approval of department and Union.
  8. It shall be the responsibility of all employees to report to work on time.

- a. If an employee reports to work late, the department head has the option to allow the employee to make up the time during the same work day, or charge it to earned sick leave, if appropriate, to earned vacation or CTE, in one-quarter (1/4) hour increments rounded to the nearest one-quarter (1/4) hour.
- b. If, in the judgment of the department head, an employee's tardiness is excessive and the department head elects to dock the employee for tardiness, the amount charged shall be to the nearest quarter-hour. Amounts of up to eight (8) minutes may be rounded down, but amounts over eight (8) minutes must be rounded up.
- c. The department head shall be consistent in his/her application of these tardiness options.

### **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 as listed below. Additionally, County agrees to add an optional holiday at two different intervals based upon years of service (longevity) and adjust the vacation cap at 15 years of service:

1. A new employee whose first working day is the day after a paid holiday shall not be paid for that holiday.
2. An employee who is terminating his employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
3. An employee who is on a leave of absence without pay in such a way that he is not authorized any pay for both the regularly scheduled working day before the holiday and after the holiday shall not be paid for that holiday.
4. Any Non-Exempt employee who may be required to work any holiday, shall be entitled to compensatory time off for such work. Any non exempt employee whose regularly scheduled day off falls on any holiday herein mentioned, shall be entitled to an additional day off. All CTE rules in Section 2.C.5 above shall apply for Holiday CTE earned. Compensation for holidays shall be at the straight time rate. Contractual employees are excluded from holiday benefits with pay. Extra-help employees are not entitled to paid holidays.
5. In the case of employees working under an alternate work schedule, Holidays as contained in this Section shall be determined to consist of eight working hours, unless otherwise provided in the alternate work schedule.
6. Variable shift employees in receive four (4) hours for Holiday or Personal Holiday pay unless they have a recent 6-month working history (January 1 thru June 30 or July 1 thru December 31). Those with recent payroll history as a permanent or variable shift employee receive holiday pay equal to the average daily hours worked based on the six months of payroll that would apply.

The following are hereby established as holidays for all full time employed County employees:

- a. **January 1**, New Years Day
- b. **Third Monday in January**, Martin Luther King's birthday
- c. **February 12**, Lincoln's Birthday

- d. **Third Monday in February**, Washington's Birthday
- e. **Last Monday in May**, Memorial Day
- f. **July 4**, Independence Day
- g. **First Monday in September**, Labor Day
- h. **Second Monday in October**, Columbus Day
- i. **November 11**, Veteran's Day
- j. **November** (The day designated as Thanksgiving Day)
- k. **November** (The day after Thanksgiving Day)
- l. **December 25**, Christmas Day

A holiday that falls on a Saturday will be observed on the Friday before the holiday. When it falls on a Sunday it will be observed on the Monday following the holiday.

- 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. Unit 3 employees shall receive one additional optional holiday per fiscal year in lieu of County designating specific date. Unit 3 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.
- n. The above constitutes the official designated holidays for Merced County with the exception of special days proclaimed by the President or Governor.

### **Sick Leave**

- 1. Each full time employee of the County of Merced shall earn .0625 hours of sick leave with pay for each paid regularly scheduled working hour to a maximum of 80 working hours per 40 hour work week. Sick leave earned shall be added to the employee's sick leave accumulation account on the completion of the pay period. No credit to be applied during the progress of a pay period.
- 2. Sick leave earned may be applied to absence caused by illness or injury of an employee. Sick leave may be used for medical and dental office calls when absent during working hours for this purpose. Such leave earned may also be used by an employee when an illness or injury of an immediate family member, as defined in this Section immediately below, is serious enough to require the employee to be absent from duty to personally care for such a person.
  - a. "Immediate" family refers to an employee's current relative which is defined as follows: husband, wife, registered domestic partner, child (biological, foster or adopted child, stepchild by current marriage, legal ward, child of a domestic partner, or a child of a person standing in loco parentis), parent (biological, foster or adoptive parent, a step-parent, or a legal guardian), sister, brother, father-in-law, mother-in-law, grandparents, son-in-law, daughter-in-law, and grandchildren, permanently residing in the employee's household, with the following exceptions:

1. For the purpose of this section, a child does not have to permanently reside in the household.
2. For those regular County employees represented in Bargaining Unit 3, a physician's written statement certifying the need for home care of a parent or parent-in-law and stating the number of days such home care is required, shall be sufficient to allow usage of family sick leave although the parent or parent-in-law does not permanently reside in the employee's household.

In addition to the reasons listed above, the Paid Sick Leave Law (AB1522) also entitles employees to the accrual of up to 3 paid sick days (24 hours) in a 12 month period for an employee who is a victim of domestic violence, sexual assault or stalking. The paid sick leave (3 days/24 hours) will be issued annually according to the employee's anniversary date. Under AB1522 the qualifying family member does not have to reside in the employee's household.

- b. In instances involving the use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one-quarter hour while any additional actual absence over one-quarter hour shall be charged to the nearest quarter hour increment. Such sick leave with pay can only be granted in accordance with Section 2.F.2 of the Human Resources Rules and Regulations.
  - c. Sick leave may be used in conjunction with other approved leaves (outlined in Section H of the Merced County Rules and Regulations Resolution 2007-22) to the limits described in the Sick Leave Section above.
3. Employees engaged in permanent, regular, continuous, and part-time service as specified in the Salary Resolution (No. 06-120), based upon a definite work schedule shall be allowed sick leave by reducing the amount of sick leave earned in direct proportion as such part-time service compares to regular full time service.

"Variable Shift Employees" may use sick leave for those days the employee is scheduled to work and may not exceed 8 hours in a day or 40 hours in a biweekly pay period. In any biweekly pay period, total paid regular work hours when added to paid sick leave may not exceed 80 hours.
4. All employees, upon return to work after an illness or medical/dental appointment, shall complete a Certificate of Illness Form, signed by the department head, such form to accompany the biweekly payroll on which the illness is shown. In the event this form does not accompany the biweekly payroll, the time away from work will be charged to either earned vacation or the employee shall be marked absent on the payroll. No sick leave will be honored without completion of this form. Employees working in departments utilizing a County approved automated timekeeping system can use the applicable electronic request and approval process and will not be required to fill out a paper form.
5. If, in the judgment of a department head, an employee may be using sick leave improperly, the department head may require a doctor's certificate as verification of the employee's illness or injury, provided notice of such requirement has previously been given to the employee. This provision is intended for use in those cases where the department head has reasonable cause to believe that sick leave was improperly used.



6. When an employee is absent for more than five (5) consecutive working days (or 40 consecutive regular work hours as per alternate work schedule), the employee shall present a statement by the employee's physician releasing the employee for normal duty. If such statement is not provided by the employee, the department head may require an immediate examination by the Health Officer, relating to the illnesses or injuries which caused the absence, prior to permitting the employee to return to work.
7. Employees who have accumulated unused sick leave upon service retirement, excluding deferred retirement, and upon disability retirement or death will have it distributed as follows:

**Years of Continuous Service:**

	<b>After 5 Years</b>	<b>After 10 or more years</b>
<b>Unit 3</b>	<b>25% up to a maximum of 320 hours</b>	<b>50% up to 460 hours</b>

Employees in Unit 3 may elect to credit 100% of their accumulated sick leave toward service time as of the date of their retirement, with that time in addition to their service credit.

8. County employees shall have the option of participating in a plan to buy back a portion of their accumulated sick leave hours upon meeting certain criteria as outlined below: Payment for this sick leave will be based on the hourly wage rate of the employee at the end of Pay Period 24 and issued with paychecks for Pay Period 25. This cash out will be based on the employee's regular rate of pay and will not include any special pays.

Unit 3:

Employees who have a sick leave balance of at least 156 hours at the end of Pay Period 24 and have used less than 100 hours of sick leave during the previous 26 pay periods may cash out up to 50% of the difference between 100 hours and the number of hours actually used during the previous 26 pay period up to a maximum of 50 hours.

Examples:

<b>Sick Leave Balance</b>	<b>Maximum Hours Allowed</b>	<b>Hours used during the previous 26 PP's</b>	<b>Available Cash Out Hours</b>
<b>156</b>	<b>100</b>	<b>0</b>	<b><math>100 - 0 = 100 \div 50\% = 50</math> hours</b>
<b>170</b>	<b>100</b>	<b>10</b>	<b><math>100 - 10 = 90 \div 50\% = 45</math> hours</b>
<b>200</b>	<b>100</b>	<b>50</b>	<b><math>100 - 50 = 50 \div 50\% = 25</math> hours</b>

9. An employee shall have the obligation to notify his or her immediate supervisor before leaving the job because of sickness or illness, and thereafter to notify the immediate

supervisor daily of any continued absence unless the employee has stated an estimated date of return to work.

### **Employee Development**

1. Employees new to County employment in regular positions shall be provided a basic orientation program. It shall include introduction to objectives of County employment service and employee responsibility, benefits and privileges, and will include information on recognized employee organizations.
2. Job related training is ordinarily accomplished by the individual employee at his request outside the normal working hours.
  - a. Those employees holding regular permanent positions with the County are eligible to receive reimbursement for tuition and/or fees and the required textbooks when paid for by the employee taking job related training. If claim for reimbursement of textbooks is requested, the books shall revert to and remain the property of Merced County upon completion of the training.
  - b. Job related training which is pursued must be within the scope of duties of the employee, which will provide for a more effective performance of the employee's position, and that of his respective department.
  - c. It shall be the responsibility of the employee to initiate the request for reimbursement to his department head in sufficient time to receive the necessary approval prior to beginning the training.
  - d. The department head shall then request in writing to the County Executive Officer or his designee for approval of such training and reimbursement.
  - e. Claims for payment to the employee shall be made by the department upon certification to the department head that the approved training has been satisfactorily completed. Funds must be available for this training in the departmental budget.
3. In-service training is normally conducted during regular working hours on a departmental basis. It is oriented to develop skills or to enhance an employee's ability to perform. In-service training may be compulsory. Department heads shall attempt, wherever possible, to schedule such training so employees assigned to evening and morning shifts have an opportunity for such training. In the event in-service training is deemed compulsory, employees required to attend during off duty hours shall be compensated for overtime in accordance with Article 1 Working Hours, Work Week and Overtime of this MOU. Employees working under an alternate work schedule who are required to attend compulsory training during off duty hours will receive time off and will have their schedule adjusted accordingly unless otherwise specifically provided for in the approved departmental work schedule.
4. Counseling memos are a training tool utilized to present the supervisor's and/or department's expectations for an employee. They should reflect expected performance or other work related standards, and may indicate areas where an employee needs to improve to meet those standards. Counseling memos are not placed in an employee's official personnel file, but may be referenced in an employee's performance evaluation (or in the official disciplinary process) if addressing issues still

unresolved. Counseling memos referring to issues that have been corrected should be destroyed. Counseling memos associated with an action initiated by an employee relative to a discrimination complaint must be retained until that complaint is resolved.

**Behavioral Health Differential:**

A 10% differential shall be paid to any full time and variable shift classifications when assigned to provide on-site duties in the In-Patient Unit, and CSU. If an employee is not assigned but must perform on-site duties in the In-Patient Unit or CSU area/unit, they shall be compensated per ½ hour rate. This differential shall not be considered as part of the base pay for such employees when on vacation, sick leave, or holidays.

**Evening/Night Shift Differential**

1. Evening and Night Shift differentials shall be paid for regular work shifts of eight (8) consecutive hours or more, including at least four (4) hours between 5:00 p.m. and 8:00 a.m.
  - a. Regular work hours from 5:00 p.m. to 9:00 p.m. will be paid at the evening shift rate.
  - b. Regular work hours after 9:00 p.m. and until 8:00 a.m. will be paid at the night shift rate.
2. Overtime, which is worked as an extension of an assigned shift, shall not qualify an employee for evening or night shift differentials. Evening/Night Shift Differentials shall not be paid for overtime hours.
3. Evening and night shift differentials provided for in this section shall not be considered as part of the employee's base pay when on vacation, sick leave or holidays.
4. Unit 3 employees shall be compensated at the rate of \$0.75 per hour for evening shift and night shift shall be at the rate of \$1.00 per hour. The provisions of Section 1 through 3 above, shall apply.

**On-Call**

1. On-Call Time Defined: On-call is defined as the requirement to remain immediately available to report for duty during off hours to perform an essential service when assigned by the department head or his/her designee. On-call duty is in addition to and distinct from the normal work week. This section is not applicable to workers who are recalled to work via the Call Back Time provision in Section 4 below.
2. The following departments/divisions are authorized to make on-call assignments:

Agricultural Comm	Probation
Animal Control	Coroner
Information Systems	Public Works-Buildings
District Attorney	Public Works-Roads
Public Health	Community/Economic Devel
Human Services Agency	Sheriff
Behavioral Health	
3. Compensation
  - a. Compensation for on-call time shall be three dollars (\$3.00) for employees in Unit 3 for the time required to be on call except as otherwise provided below.

- b. An employee shall be considered back on the job from the time he/she leaves home until returning to his/her home after which time the hourly on-call fee shall not be applied. Assigned employees are expected to handle telephone calls at home without additional recompense other than the hourly on-call fee.
- c. The assigned employee, when required to report back to work to perform services, shall receive a minimum of two hours pay or compensatory time off, at the discretion of the department head at the rate of one and one-half times the employee's regular straight time rate of pay or equivalent time off pursuant to Article 1, Number 5 in Working Hours, Work Week and Overtime of this MOU.

### **Call Back Time**

1. Call Back Time
  - a. Call back time is defined as any situation in which an employee is called back to work by the department head or his/her designee after the employee has completed his/her scheduled shift and has departed from his/her place of employment.
  - b. Any employee, when designated by the department head to be on-call, is to be compensated according to the On-Call Time of this Section and does not come under provisions of Call Back Time.
2. A regular permanent or probationary employee recalled to work outside of and not continuous with regularly scheduled hours shall receive in pay or compensatory time off, at the discretion of the department head a minimum of two hours at the rate of one and one-half times the employee's regular straight time rate of pay or equivalent time off pursuant to Number 5 of the Working Hour, Work Week and Overtime Section of this MOU. An employee shall be considered "back on the job" from the time he/she leaves home until returning to his/her home.
3. Probation Department: Call back time is separate and distinct from on-call time and is not related to Section 2.C. of the Merced County Human Resources Rules and Regulations.

### **Bilingual Pay Differential**

1. Regular permanent or probationary employees who have been designated by the Department Head to use their bilingual skills on a regular basis to act as interpreters shall receive a pay differential of sixty-five cents (65¢) per hour.
2. The bilingual pay differential will be paid for all hours worked including overtime.
3. The Department of Human Resources shall formulate policies and procedures for administering examinations to verify employee's language and communication skills.
4. Bilingual Pay Differential provided for in this Section shall not be considered as part of the base pay of such employee when on vacation, sick leave or holidays.
5. Bilingual compensation is pro-rated for less than full time.

6. The payment of bilingual compensation will be for all hours worked for services in which certification and/or successful completion of the required examination is attained.
7. Employees that provide bilingual services for more than one language are not eligible to receive additional bilingual compensation for the additional language(s).
8. The County departments/divisions and the number of designated positions requiring the use of bilingual skills in the performance of daily work functions are as follows:

Administrative Services.....	4	Position
Ag Commission.....	2	Positions
Ag Commission - Weights & Measures.....	1	Position
Assessor.....	3	Positions
Auditor-Controller.....	3	Positions
Behavioral Health.....	75	Positions
Board of Supervisors.....	1	Position
Child Support Services.....	17	Positions
Community & Economic Development.....	4	Positions
Cooperative Extension.....	1	Position
County Clerk.....	1	Position
County Executive Office.....	1	Position
Department of Workforce Investment.....	16	Positions
District Attorney.....	15	Positions
DPW.....	4	Positions
First 5.....	3	Positions
Human Resources.....	2	Positions
Human Services Agency.....	172	Positions
HSA-AAA.....	1	Position
IHSS.....	1	Position
Library.....	4	Positions
Probation.....	16	Positions
Probation-Juvenile Hall.....	20	Positions
Public Defender.....	5	Positions
Public Health Department.....	50	Positions
Recorder.....	3	Positions
Registrar of Voters.....	3	Positions
Sheriff.....	20	Positions
Sheriff-Corrections.....	18	Positions
Sheriff – Animal Control.....	1	Position
Spring Fair.....	1	Position
Tax Collector.....	3	Positions

**D. EMPLOYEE DATA**

The County will submit the following data (only if available) on Unit 3 employees electronically to UPE once every 30 days for new hires and once quarterly for bargaining unit members:

- a. Name
- b. Department
- c. Classification
- d. Home Address
- e. Work, home, personal cell number
- f. Work Location
- g. Personal Email Address

**E. NEW EMPLOYEE ORIENTATIONS**

UPE shall be allowed a representative at Countywide and/or HSA Department Orientations. The designated UPE representative shall be allowed up to 30 minutes to complete a presentation and answer questions of employees represented at the New Employee Orientation. A Board Member or Steward may request to use accrued time off to attend these meetings on behalf of UPE. The union may present information to represented employees at such orientations. The County or department, as the case may be, shall provide reasonable notification to UPE in advance of such orientation sessions.

**F. LABOR MANAGEMENT RELATIONS COMMITTEE**

1. The County of Merced and UPE 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) Unit 3 members to each Committee meeting. UPE members shall be provided release time with pay. 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 UPE, 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. UPE 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 the subsection immediately above to return to work.

**H. INTERNET AND INTRANET WEB PAGE**

The County will establish and maintain an Internet and Intranet web page for the Human Resources Department which will allow external access to the Human Resources Rules and Regulations, class specifications, the UPE MOU, Salary Allocation Resolution, Recruitment and Selection Policy and the Employer/Employee Relations by UPE at no further cost to the County. The Human Resources Department will also maintain and update said data on the county network on the Intranet. The Human Resources Department will provide necessary training for such access to UPE Stewards that have authorized direct access to said data on the County Network.

**I. SEVERABILITY**

If any provision of this MOU is held to be illegal or invalid by a court of competent jurisdiction, the remaining provisions of the MOU will continue in full force and effect.

**J. SUCCESSOR MEMORANDUM OF UNDERSTANDING**

Both parties agree to conduct meet and confer meetings to begin in March of 2025.

**K. TERM**

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