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Signed  
7-11-01

**INDEPENDENT EMPLOYEES OF MERCED COUNTY (IEMC) REPRESENTING UNIT 3  
MEMORANDUM OF UNDERSTANDING 1/01 THROUGH 12/31/03**

This is a Memorandum of Understanding (MOU)  
between the County of Merced  
and Unit 3 represented by IEMC.

The following provisions have been mutually agreed to:

**CONTRACT TERM:**

1/1/01 through 12/31/03

**SALARY ADJUSTMENTS TO BE EFFECTIVE DURING THE TERM OF THE EXTENSION:**

**Fiscal Year 01/02**

3.5 % (.7 Range) salary adjustment for all employees in represented bargaining unit effective the first Pay Period in July, 2001.

2.5 % (.5 Range) salary adjustment for all employees in represented bargaining unit effective the Pay Period 24, 2001.

All employees who have, or will achieve, 10 years employment (20,800 accumulated paid hours) as of December 31, 2001, will be paid an Employee Loyalty Bonus of \$250 effective Pay Period 25, 2001.

**Fiscal Year 02/03**

2.5 % (.5 Range) salary adjustment for all employees in represented bargaining units effective the first Pay Period in July, 2002.

Benchmark Survey of the 7 counties to be completed by County and include any salary adjustment in effect as of 8/1/02. Survey results to be provided to IEMC no later than 9/1/02.

Benchmarks which are out more than 97.5% of the survey average referenced above will be moved to 97.5% of the survey average effective Pay Period 24, 2002.

All employees who have, or will achieve, 10 years employment (20,800 accumulated paid hours) as of December 31, 2002, will be paid an Employee Loyalty Bonus of \$500 effective Pay Period 25, 2002.

**Fiscal Year 03/04**

2.5 (.5 Range) salary adjustment for all employees in represented bargaining units effective the first Pay Period in July, 2002.

Benchmark Survey of the 7 counties to be completed by County and include any salary adjustment in effect as of 8/1/03. Survey results to be provided to IEMC no later than 9/1/03.

Benchmarks which are out more than 100% of the survey average referenced above will be moved to 100% of the survey average effective Pay Period 24, 2003; with the exception being the Engineering Technician benchmark which will be addressed in a separate side letter.

All employees who have, or will achieve, 10 years employment (20,800 accumulated paid hours) as of December 31, 2003, will be paid an Employee Loyalty Bonus of \$750 effective Pay Period 25, 2003.

**OTHER COMPENSATION ADJUSTMENTS :**

**1. Night Shift Differential**

Increase from \$.50 per hour to \$.75 per hour effective first Pay Period in July, 2001.

**2. On Call Pay**

Increase from \$2.25 to 2.50 effective first Pay Period in 7/01

Increase from \$2.50 to 2.75 effective first Pay Period in 7/02

Increase from \$2.75 to 3.00 effective first Pay Period in 7/03

**3. Bilingual Pay**

Increase from \$.50 to .55 effective first Pay Period in 7/01

Increase from \$.55 to .60 effective first Pay Period in 7/02

Increase from \$.60 to .65 effective first Pay Period in 7/03

Effective the first Pay Period in 7/01, bilingual pay will be paid on all work hours including overtime

**OTHER TERMS AND CONDITIONS:**

**1. Establish Labor Management Committee**

**2. Term Life Insurance**

Increase to \$10,000 effective no later than January 1, 2002

Provide for open enrollment period and option for employees to purchase more at their expense

(Details subject to further discussion with insurance carrier)

**3. Agency Shop vote with at least 30 days advance notice to the County.**

**4. Attachment 1: Language changes in the Human Resources Rules/Regulations and Salary Resolution regarding the following:**

- **Temporary Promotion Pay** : Increase from 5% to 10% effective first pay period in 7/01
- **Probation Period Clarification and Provision for Extension**: Clarify hours counted and provide for optional 3 month (520 hours) extension with criteria.
- **Bereavement Leave**: Changes to eligible relatives and distance criteria.

**5. Attachment 2: Leave of Absence Language Rewritten:** Consolidate and clarify language located in various areas into a single section

**STANDARD PROVISIONS**

Except as herein specifically amended or otherwise mutually agreed to in the future, all other conditions of employment and documents considered part of the MOU shall continue to remain in full force and effect.

**SUCCESSOR MEMORANDUM OF UNDERSTANDING**

Parties agree to begin meet and confer for a successor MOU in August, 2003.

**EXHIBITS RELATING TO SIDE AGREEMENTS PREVIOUSLY EXECUTED AN APPLICABLE DURING ALL OR PART OF THE TERM OF THIS MOU:**

- 1) Health Plan-Coalition of Unions

IEMC  
by

County of Merced  
by

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Gloria Cortez-Keene  
Chairman, Board of Supervisors

Date: \_\_\_\_\_, 2001

Date: \_\_\_\_\_, 2001

**ATTACHMENT 1  
TO MERCED- IEMC MOU**

**AMENDMENTS TO THE HUMAN RESOURCES RULES/ REGULATIONS RESOLUTION ARE  
AGREED TO AS FOLLOWS:**

**Section 2. F. SICK LEAVE**

3. 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 and authorized by the department head. Such leave earned may also be used by an employee when an illness or injury of an immediate family member, as defined in 3, a, residing with the employee, is serious enough to require the employee to be absent from duty to personally care for such a person. ~~Sick leave for this purpose shall not exceed five (5) working days (with no limitation on the number of hours for Unit 3, 4, 5, 6 and 8, and Unrepresented Management employees), per fiscal year and requires authorization by the department head. Use of sick leave for this purpose shall be unlimited for Units 3, 4, 5, 6, and 8, and Unrepresented Management; and, requires department head authorization. Use of sick leave for this purpose shall be limited for Units 7, 2 and P to the amount required by California law which is the amount accrued over six months of employment or 6 days (48 hours) per fiscal year and requires authorization by the department head.~~ The use of sick leave for medical and dental appointments by Unit 3 employees requires advance approval by the department head. Under unusual or emergency circumstances, the department head may waive the advance authorization provision.
3. c. ~~Employees working on alternate work schedules may not use more than forty (40) working hours per fiscal year in order to care for an immediate family member suffering from illness or injury.~~

**Section 2. L. BEREAVEMENT LEAVE**

3. Bereavement leave with pay not chargeable to vacation or sick leave may be granted upon the recommendation of the department head in the death of a relative in the first degree.

~~An employee's relative in the first degree is defined as follows: Husband, wife, child father, mother, sister, brother, father-in-law, mother-in-law, grandparents, son-in-law, daughter-in-law, grandchildren, and foster parents or guardian.~~

An employee's relative in the first degree is defined as follows:

- 1) spouse by current marriage;
  - 2) child, step-child by current marriage;
  - 3) son-in-law, daughter-in-law, parent-in-law by current marriage;
  - 4) parent, step-parent, foster parent, guardian;
  - (5) sibling(s);
  - (6) grandparents, grandchildren
4. Whenever a regular full-time County employee or employee in Employment At-Will status is compelled to be absent from duty by reason of a death of a relative in the first degree, he shall be entitled to three (3) regularly scheduled consecutive work days working days. Employees working under an alternate work schedule shall be entitled to the equivalent of three (3) eight (8) hour work days 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.

5. Under exceptional circumstances necessitated by distance to travel over 500 miles one way ~~be traveled out of State~~ a regular full-time County employee or employee in Employment At-Will status may be authorized by the department head to take up to an additional two (2) regularly scheduled consecutive working days may be authorized by the department head. Employees working under an alternate work schedule may be entitled up to an additional equivalent of two (2) eight (8) hour work days not to exceed sixteen (16) work hours off.

Under exceptional circumstances necessitated by distance to travel over 500 miles a regular Variable Shift employee may be authorized by the department head to take up to an additional eight (8) work hours off.

6. Employees on unpaid leaves are not eligible for paid bereavement leave.
7. Extra-help employees are not entitle to paid bereavement leave.

## **Section 2. M. SENIORITY**

4. The rule of seniority shall apply to all permanent, permanent part-time, and variable shift employees, except for those employees covered under except when employees are subject to seniority regulations under California Merit System Rules and Elected Officers, Department Heads, Assistant Department Heads and positions designated as positions of confidence.

## **Section 2 Q. PROBATIONARY PERIOD**

### 1. 1040 Hour Probation Period

All employees in Bargaining Unit 3 upon entering County service who are paid on a biweekly rate in the classified service shall be considered probationary for a period of 1040 regular paid work status hours, not including overtime, unpaid leaves or time off on Worker's Compensation status.

### 2. Probation Period Extension

Employees who receive an overall unsatisfactory evaluation rating may have, at department head discretion, the probationary period extended an additional 520 paid work status hours, not including overtime, unpaid leaves or time off on Worker's Compensation status.

### 3. Employees Promoting or Transferring to a 2080 Probation Period Positions

Probationary Employees in a 1040 hour probationary classification who become employed in a 2080 hour probationary classification shall be required to serve the remainder of the 2080 hour probationary period with credit for the probation time already served in the previous classification.

### 4. Completion of Probation Period

Upon successful completion of the probationary period, the employee shall become a regular permanent employee.

### 5. Merit System Employees

Employees ~~of the Human Services Agency~~, who are subject to State Merit System Rules and Regulations shall be governed by those Rules and Regulations concerning probationary employment.

## 6. At Will Employees

Employees appointed to Employment At-Will status are excluded from these probationary period provisions.

### **Section 2. U. DEPARTMENTAL WORK RULES**

Departmental work rules may be established and any work rules upon which disciplinary action is taken shall be subject to the test of reasonableness in the appeals or grievance procedure. The department shall make reasonable efforts to acquaint employees with work rules and work rules shall be uniformly applied. Work rules are defined to be employee regulations upon which disciplinary action may be taken. This does not prohibit departments from taking disciplinary action in accordance with Section 8, C "Causes For Disciplinary Action." Employees appointed to Employment At-Will status shall not have the right to appeal disciplinary actions.

Any change in work rules initiated and established by the department shall be posted on the bulletin boards ten (10) days prior to their effected date, except in emergency situations. The notice of proposed changes or new departmental work rules shall be faxed to the representataive of each affected employee bargaining unit no later than the date of bulletin board posting. Such notices may be removed after thirty (30) days from the effective date.

### **Section 3. I. TEMPORARY PROMOTIONS**

A regular employee may be promoted on a temporary basis to fill a vacant position, as a result of a leave of absence or extended sick leave of the incumbent of the position, or a pending appointment of another person to that position if the employee meets the minimum qualifications of the higher class. A temporary position shall only apply as follows:

1. An employee who is temporarily assigned on a continuous basis for a period in excess of one (1) full biweekly pay period to work in a class having a higher salary range shall be considered temporarily promoted, and shall receive the salary that is approximately 5% 10% higher than his present salary range for that time in excess of one (1) full biweekly pay period.

ATTACHMENT 2  
TO MERCED COUNTY-IEMC MOU

AMENDMENTS TO THE HUMAN RESOURCES RULES/ REGULATIONS RESOLUTION ARE AGREED TO  
AS FOLLOWS. THIS SECTION IS INTENDED TO REPLACE SECTION 2.H.

## Section 2. H LEAVES OF ABSENCE

### 1. General Provisions

- A. Unless otherwise noted, all employees, (except Extra Help and Contract Employees), may request their department head approve a leave of absence pursuant to the terms and conditions outlined in this section.
- B. An **approved** leave of absence is **required** for any employee who either lacks sufficient accrued leave(s) to cover a necessary absence from work, desires to be off payroll in lieu of using accrued leave time or is receiving temporary disability benefits.
- C. Requests for any leave of absence shall be made in writing to the department head and include a statement of the specific reason for the request, and the date such leave is to commence and end. Approved requests shall be delivered promptly by the approving department to Administration-Management Services with copies to the Auditor-Controller and the Retirement Office.
- D. An approved leave of absence does not constitute a break in service for purposes of longevity and/or seniority. Employees do not accrue seniority during the unpaid portion of a leave of absence. An employee returning from family care leave shall return with no less seniority than the employee had when the leave commenced. for purposes of layoff, recall, promotion, job assignment, shift assignment, and seniority-related benefits such as vacation. Retirement benefits do not accrue during a leave of absence without pay.
- E. Unless otherwise required below, employees who are granted a leave of absence without pay shall have the option to exhaust any accumulated vacation time or compensatory time off prior to beginning their leave of absence, or to leave such vacation time or compensating time off in their accumulation account. Once the leave of absence begins, the employee may not utilize any remaining accumulated vacation or compensatory time off balances unless approved by the department head and Administration-Management Services.

When an employee who has been granted a leave of absence without pay desires to return before expiration of such leave, he shall notify his department head as soon as possible in advance of the return.

### 2. Medical Reasons (Including Care for Family Member or Adoption/Foster Care Placement of a Child)

It is the policy of Merced County to comply with the provisions of federal and state laws pertaining to medical and family care leave for employees.

## A. Employee

### 1. Leave Definition

Eligible employees may apply for an leave of absence due to personal illness, illness of a family member or care for a newborn or newly adopted child. Employees requesting leave under these circumstances must use one of the options provided below and meet the applicable eligibility requirements.

### 2. Options

#### a. Family Medical Leave Act (Federal Law)

##### 1) Definition

FMLA is the federal law requiring employers to provide up to 12 weeks of leave during a 12 month period for eligible employees with a *serious health condition*, or a child, parent or spouse with a serious health condition which requires the employee to provide care. Birth of a child, adoption or placement of a foster care child with the employee are also circumstances which qualify for FMLA.

FMLA may be requested by the employee or the employer.

The 12 month period is measured forward from when the employee's first FMLA leave begins.

Family care leave is permitted to be taken in one or more periods, or intermittent periods, up to a cumulative total of 12 weeks within a 12-month period of time, depending upon the qualifying events.

**Serious Health Condition** is defined as an illness, injury impairment, or physical/mental condition which makes an employee unable to perform their job.

##### 2) Eligibility Criteria

**a) Length of Employment:** Employee must have worked for Merced County for at least 12 months and have at least 1,250 paid work hours in the 12 months preceding the beginning of FMLA leave.

**b) Completion of Request Form:** Requests for FMLA leave can be completed by the employee or the department head and must be submitted on the County's FMLA Leave Request Form.

If the need for FMLA arises from an emergency situation, it is the employee's responsibility to notify their immediate supervisor as soon as possible. A completed request form must follow within 3 working days and include the required Health provider certification. In the event the nature of the emergency makes this time frame difficult, the department head may coordinate with Management Services to resolve the issue.

**c) Attending Health Care Provider Certification:** For leave request pertaining to an employee's health condition, a certification from the attending physician must be provided (preferably on the County's form), indicating the nature of the employee's health condition and dates stating the duration of the health condition.

##### 3) Approval Process and Conditions

**a) Foreseeable Leaves:** If the employee's need for leave is known in advance,

(birth of a child or planned medical treatment), at least 30 days advanced notice from the employee is expected in order to avoid disruptions in department operations.

**b) Use of Paid Leave:** Employees are required to use accrued CTE, Holiday CTE, vacation, or sick leave during the otherwise unpaid portion of their leave until such time as their accrued time is exhausted. Use of accrued time off is considered part of FMLA leave.

**c) Continuation of Benefits:** During FMLA Leave, the employee's medical, dental and vision premiums will be paid by the County for the first 12 weeks off work. In addition, the employee may continue dependent care health insurance coverage by paying their 50% share of dependent medical, dental and or vision coverage during the first 12 weeks off work.

If the employee fails to pay their share of premiums, the County will discontinue its payment of dependent care premiums. After that, an employee may continue personal and dependent health, dental, vision, and life insurance benefits by paying the total monthly premiums to the County. Employees who elect not to continue dependent premiums, or who do not maintain their share of dependent premiums payments will not have dependent coverage until they return to work and resume paying their share of dependent premiums.

Employees who do not return to work from a Family Care Leave may be required to refund the County any premium payments made by the County for the employee and dependents while they were off payroll.

#### **4) Return to Work**

An employee on medical leave of absence due to illness or injury for a period of 10 consecutive work days or more shall present a statement by the employee's physician releasing the employee for normal duty prior to returning to work.

### **b. California Family Rights Act (State)**

#### **1) Definition**

a) CFRA entitles eligible employees up to 12 weeks of leave during any 12-month period for serious health condition, or to care for a child, parent or spouse with a serious health condition, or to provide care or bonding with a newborn child, adopted child or foster child.

b) CFRA regulations are identical to FMLA regulations with one exception: CFRA does not include pregnancy or related medical conditions within the definition of serious health condition; these are covered under the State's Pregnancy Disability Leave.

#### **2) Eligibility Criteria and Approval Process**

Same as for FMLA.

#### **3) Conditions**

Payment of health insurance premiums under CFRA and/or FMLA are limited to a total of 12 weeks over a 12 month period.



**c. Pregnancy Disability Leave (State)**

**1) Definition**

Employees who are disabled by pregnancy, childbirth or related medical conditions are entitled to pregnancy disability leave (PDL) of up to four months, depending on the period of actual disability as indicated by the attending physician.

**2) Eligibility Criteria**

All employees are eligible for PDL.

**3) Approval Process/Conditions**

Same as for FMLA; except, Employees are required to use sick time during the otherwise unpaid portion of their leave until such time as their accrued time is exhausted. The employee may, at their discretion, use accrued vacation time.

**B. Care for Eligible Relative**

**1. Definition**

Eligible employees may apply for a leave of absence to care for an eligible relative in accordance with the provisions of FMLA and CFRA as outlined above. Eligible relatives are defined in Section 2. F. 3. a. of the Human Resources Rules and Regulations.

**2. Eligibility, Approval Process and Conditions**

Eligibility criteria, process procedures and conditions, as outlined for the employee remain the same when care is given to an eligible family member.

Certification from the eligible relatives, attending care provider must include the nature of the relative's condition which necessitates care from a family member and dates indicating the duration of the care needed.

**C. Grievance Process**

All employees, except those appointed to an Employment At-Will Status, who are denied a leave under the provisions of Family Care Leave may file a grievance with Management Services. The decision of the Assistant County Administrator responsible for Management Services shall be issued within two (5) working days after the grievance is filed, and shall be final.

**3. Education**

**A. Definition**

Leave without pay for an employee to pursue a course of study which will increase an employee's abilities and skills upon return to the job.

**B. Eligibility Criteria**

1. Employee must have completed their Probation Period and received standard or above performance evaluations.
2. Course of study must be approved by the employee's department head.

**C. Approval**

1. The department head may approve an education leave of absence for up to 90 continuous calendar days.
2. Education leave requests which exceed 90 calendar days must be approved by the department head and Administration-Management Services.

**4. Personal Reasons**

**A. Definition**

Leave without pay for reasons acceptable to the approving authority.

**B. Eligibility Criteria**

Employee must have completed their Probation Period and received standard or above performance evaluations.

**C. Approval**

1. The department head may approve a personal leave of absence for up to 30 continuous calendar days.
2. Personal leave requests which exceed 30 calendar days must be approved by the department head and Administration-Management Services.

**5. Military Service**

**A. Definition**

Employees, (except Extra Help and Contract Employees) shall be entitled to a leave of absence for military duty authorized by and under the conditions specified in the California Military and Veterans Code Sections 395 through 395.9 inclusive.

**B. General Provisions of the California Military and Veterans Code**

1. Employees must provide as much advance notice as possible when requesting a military leave of absence and provide a copy of their orders to verify the dates leave is requested.
2. Employees are eligible to be paid for the first 30 calendar days of ordered military leave, subject to their having been employed with Merced County for at least one year prior to their request for paid.