

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN AND FOR THE CITY OF MERCED**  
**AND**  
**AFSCME DISTRICT COUNCIL 57 LOCAL 2703**  
**(MERCED CITY EMPLOYEES ASSOCIATION)**

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**JANUARY 1, 2018**  
**THROUGH**  
**DECEMBER 31, 2019**

**APPENDIX A**

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this, day of May, 2018 by and between the City of Merced, hereinafter referred to as the “City,” and AFSCME District Council 57 Local 2703 (Merced City Employees Association), hereinafter referred to as the “Union.”

### **ARTICLE I** **INTENT AND PURPOSE**

**SECTION 1.01. PURPOSES.** The purposes of this Memorandum of Understanding are to assure the efficient and economical operation of the City; to secure and sustain maximum work effort of each employee covered by this Memorandum of Understanding; to maintain a harmonious relationship between the employees in the bargaining unit and the City; to establish wages, hours and working conditions; to prevent strikes, slowdowns, and any other disturbances which interfere with or interrupt operations; and to set forth the entire agreement between the City, the Union, and the employees covered by this Memorandum of Understanding concerning rates of pay, wages, and other conditions of employment to be observed by the parties hereto.

### **ARTICLE II** **RECOGNITION AND NON-DISCRIMINATION**

**SECTION 2.01. RECOGNITION.** The City hereby recognizes the Union as the exclusive representative for the purpose of meeting and conferring with respect to wages, hours of employment and other working conditions, of all full-time and regular part-time Union employees employed in the classified service by the City identified by the attached list.

**SECTION 2.02. NON-DISCRIMINATION.** In accordance with Federal and State law, the City prohibits discrimination and harassment against race, religion, color, age (40 and over), sex (including gender, gender identity, gender expression), national origin, ancestry, physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military and veteran status, or any other basis protected by law.

**SECTION 2.03. UNION AFFILIATION.** The City and the Union agree to protect the rights of all employees to exercise their free choice to join the Union or to elect the Agency Fee option.

**SECTION 2.04. UNION RESPONSIBILITIES.** The Union recognizes its responsibilities as respective for the purpose of meeting and conferring and agrees to represent all probationary and regular part-time and full-time employees in the unit without discrimination, interference, restraint or coercion.

### **ARTICLE III DUES DEDUCTION**

**SECTION 3.01. AUTHORIZATION.** During the term of this MOU, members of the unit may tender their Union dues to the Union directly. If a member voluntarily signs a release furnished by the City authorizing the City to deduct Union dues or fees from the employee's regular biweekly paycheck, the City will make said deduction provided the employee is on regular pay status and the employee's paycheck is sufficient to cover the amount of the dues. The employee's earnings must be sufficient to cover the amount of dues or fees authorized after other legal and required deductions are first made. When an employee is in non-pay status for an entire pay period, no withholding will be made to cover that pay period. If an employee is in non-pay status during only a part of the pay period and his or her salary is not sufficient to cover the full withholding, no deduction shall be made. For payroll purposes, all other legal and required deductions (e.g., health care and insurance deductions, etc.) shall have priority over Union dues or fees. The City agrees to notify the Union of all new hires doing bargaining unit work within 7 days of hire.

**SECTION 3.02. AUTHORIZATION WITHDRAWAL.** Members of the unit who have given written authorization to the City to deduct Union dues or fees from their paychecks may declare their intention to terminate such payroll deduction. Termination of such payroll deduction shall be in writing, addressed to the City's Director of Support Services, or her/his designee, with a copy to Union, and submitted during the thirty (30) day period between November 1 and November 30, and shall be effective upon expiration of this Memorandum of Understanding.

**SECTION 3.03. CERTIFICATION OF DUES.** Each year during the month of December, Union will certify to the Finance Officer the amount of Union monthly dues or fees. If Union changes the amount of dues, each such change must be certified to City at least four (4) weeks prior to the change becoming effective.

**SECTION 3.04. LIABILITY.** If during the term of this MOU any claims, charges, or lawsuits are brought against City by any party over the matter of Union dues or Union dues deduction from members' paychecks, Union agrees to indemnify, protect, defend, and hold harmless City and to pay any and all costs of such claims, charges, lawsuits, damages or settlements, including reasonable attorney's fees to be determined by a court of competent jurisdiction. In addition, Union shall refund to City any amounts paid to it in error upon presentation of supporting evidence.

**SECTION 3.05. VOLUNTARY CONTRIBUTIONS TO "AFSCME PEOPLE."** The City agrees to deduct from the paycheck of all employees covered by this Memorandum of Understanding voluntary contributions to AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality). The Union shall notify the City of the amounts designated by each contributing employee that are to

be deducted from his/her paycheck on a weekly basis for all weeks worked. The employee shall make the designation for the voluntary contribution. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

The City shall transmit to AFSCME Local 2703 on a bi-weekly basis in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from that employee's paycheck.

#### **ARTICLE IV** **MAINTENANCE OF MEMBERSHIP**

**SECTION 4.01. DUES PAYROLL DEDUCTION – CURRENT MEMBERS.** As a condition of continued employment, Union members on dues payroll deduction for the payment of Union dues or fees as of 5:00 p.m. on the tenth workday following ratification by the membership of this Memorandum of Understanding must remain on payroll deduction for the life of this Memorandum of Understanding or so long as they are employed in a classification in the representation unit.

**SECTION 4.02. DUES PAYROLL DEDUCTION – NEW MEMBERS.** As a condition of continued employment, Union members who establish dues or fees payroll deduction during the term of this Memorandum of Understanding must remain on payroll deduction for the life of this Memorandum of Understanding or so long as they are employed in a classification in the representation unit.

**SECTION 4.03. HOLD HARMLESS.** Union agrees to indemnify, protect, defend, and hold City harmless from any judgments and costs of defending lawsuits for implementing or enforcing this provision of the Memorandum of Understanding.

#### **SECTION 4.04. AGENCY SHOP.**

- A.** For the duration of this Memorandum of Understanding, all employees in the unit shall either join the Union or pay to the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union.
- B.** Any new member of the unit shall have thirty (30) calendar days from the date of employment to make application for membership in the Union or to become a service fee payer.
- C.** The Union, and not the City, shall be responsible for requiring employees to fulfill their obligations under Paragraphs A and B above.
- D.** Those bargaining unit members who are bona fide members of a religious organization who have historically held a conscientious objection to joining or

financially supporting an employee organization may file a fair share appeal as defined by law upon submittal of supporting documentation from authorized signatories. Any bargaining unit member whose claims for religious exemption has been found bona fide, and whose claim has been granted by the Union shall as an alternative to payment of dues or agency fee to the Union, pay an equivalent amount to one of the following non-religious, non-labor, charitable funds that are exempt from taxation under Section 501C (3) of the Internal Revenue Code: Boys & Girls Club of Merced, LAMBDA, or Merced Hospice.

- E. At the time of their initial hiring orientation, the City shall distribute to new unit members an informational packet containing contact information for the Union, and an application form for Union membership or fair share contribution. The Union shall provide the informational packets to the City for distribution. The City shall notify the Union Chapter Board of a new hire within a week of the employee's start date. The Union shall provide the City with a list of Chapter Board members and promptly provide the City with updates of membership when they occur.

## **ARTICLE V**

### **AUTHORIZED REPRESENTATIVES**

**SECTION 5.01. AUTHORIZED REPRESENTATIVES.** For purposes of administering the terms and provisions of the various ordinances, resolutions, rules and regulations adopted with this Memorandum of Understanding, City's principal authorized agent shall be the Municipal Employees Relations Officer or his/her duly authorized agent, except where a particular management representative is otherwise designated; Union's principal authorized agent shall be the AFSCME Council 57, Local 2703, authorized agent.

**SECTION 5.02. TIME OFF FOR REPRESENTATIVES.** City agrees to allow employee representatives of the Union reasonable time off during the regular work hours without loss of compensation or their benefits when formally meeting and conferring with representatives of City on matters within the scope of representation. Such time shall include reasonable preparation time as approved by the City Manager.

**SECTION 5.03. REPRESENTATION RELEASE TIME.** City and Union agree that, as long as there is no disruption of work, any one of the officers of Union may be allowed reasonable release time, not to exceed two (2) hours per week, away from his/her work duties, without loss of pay, to assist any unit employee or employees in investigation of facts and in presentation of a grievance.

**SECTION 5.04. TIME AUTHORIZATION.** Union agrees that employee representatives shall not leave their duty or workstation or assignment to engage in Union representation duties without specific approval of the department head or

other authorized City management official. Employee shall select representation from a designated pool of Union Shop Stewards, not a specific Shop Steward. If a Shop Steward is not available, the City and the grievant will reschedule.

**SECTION 5.05. BULLETIN BOARDS.** Union Executive Board Members will be allowed to use the City e-mail system and the approved Bulletin Boards for communication and dissemination of information to unit members. E-mail communication shall be subject to the same City rules as any other type of correspondence and is a public record. All communications must be in accordance with public record laws.

The designated locations for Bulletin Boards permitted for Union information are in the Civic Center first floor break room, and the break rooms located in the Fire Central Station, Police Central Station, Public Works Administration building, Wastewater Treatment Plant, and Purchasing Office. The City shall determine actual placement of the boards in the respective break rooms. Union shall purchase said Bulletin Boards with prior design approval by the City. Such enclosure shall be a locking cabinet with limited key access. Material posted to Bulletin Boards shall not be obscene, misleading, contain threatening or harassing statements, contain any deliberate misstatements, compromise the integrity of the City and its business operations in any way, or violate Federal, State, or Municipal laws, or the Personnel Rules and Regulations and Administrative Policies and Procedures.

## **ARTICLE VI**

### **HOURS AND WORKING CONDITIONS**

**SECTION 6.01. WORKDAY, WORKWEEK, WORK PERIOD.** For full-time employees of the unit, the normal workday shall be eight (8) hours; the normal workweek shall be forty (40) hours; the normal work period shall be eighty (80) hours during each fourteen (14) calendar days unless an employee has requested and received written permission from their department head and the City Manager authorizing an alternate work schedule. Approval shall be on a case by case basis and is not grievable.

**SECTION 6.02. WORKWEEK SCHEDULE.** The basic workweek schedule shall be established by the City in compliance with the Fair Labor Standards Act.

**SECTION 6.03. REST PERIODS.** All employees shall be granted a rest period or coffee break limited to fifteen (15) minutes during each four (4) hours of regular work. Rest periods shall not be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The department may make reasonable rules concerning rest period scheduling. No wage deduction shall be made and no time off shall be charged against employees taking authorized rest periods.

**SECTION 6.04. MEAL PERIODS.** All employees normally shall be allowed a meal period of not less than thirty (30) minutes nor more than one (1) hour which shall be

scheduled generally in the middle of the work shift. The department may make reasonable rules concerning meal period scheduling. Employees are not authorized to work through a meal period to make up for previous absences, to accrue overtime, to gain entitlement to an earlier quitting time, or for any other reason, unless the employee's assigned or mandated duties require otherwise or department head has given prior authorization.

**SECTION 6.05. WORK SCHEDULE CHANGES.** Within the basic categories of workday, workweek, work period, rest period, and meal period, the department head, with the approval of the City Manager, shall have the discretion to modify work schedules to meet the needs of the City. When changes in schedules are anticipated, a minimum of fourteen (14) work days notification will be given to employees of new schedule; or when such changes are deemed to be immediately necessitated by emergency conditions, the department head shall give employees as much advance notice as is reasonably possible. For purposes of this MOU, emergency conditions are conditions involving real or potential loss of service or property or personal danger as determined by the management of the City.

**SECTION 6.06. OVERTIME – DEFINITION.** Overtime is defined as assigned and authorized time worked beyond the established forty (40) hours in a seven (7) day workweek.

**SECTION 6.07. OVERTIME COMPUTED.** For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday, vacation, sick leave or authorized compensatory time off (CTO) shall be considered as time worked by the employee.

**SECTION 6.08. OVERTIME – BASIC RATE.** Except as otherwise provided in this Memorandum of Understanding, compensation for assigned and authorized overtime work in excess of forty (40) hours in a work week shall be at a rate equivalent to one and one-half times the straight time hourly rate.

**SECTION 6.09. OVERTIME FOR GRANT REIMBURSABLE ACTIVITIES.** Employees assigned to grant reimbursable activities in the Police Department shall be paid at time and one-half for all hours worked outside of the employees regularly scheduled shift. These hours may be used to offset any overtime required under the FLSA.

**SECTION 6.10. CALL-BACK – DEFINITION.** Call-back work is defined as work required of an employee when such employee is not on his/her regular shift during the period that begins one (1) hour after the employee has left work and ends one (1) hour before the employee is scheduled to begin the next regular shift.

**SECTION 6.11. CALL-BACK PAY.** Employees called back to work by the department head or his/her representative during the period specified in Section 6.10 shall receive payment for actual time worked at the appropriate hourly rate in

accordance with Section 6.07. Additional callbacks shall also be compensated at the appropriate hourly rate for the actual hours worked.

**SECTION 6.12. STANDBY OR ON-CALL.** Except as otherwise provided in this Memorandum of Understanding, any member of the unit assigned by the department head or his/her representative to stand by or be on-call outside the regular duty schedule shall receive a standby or on-call allowance as follows:

1. Employees on standby or on-call during regularly scheduled workdays shall receive a standby or on-call allowance of two (2) hours' pay at the employee's straight time hourly rate for each weekday night of standby or on-call required.
2. Employees on standby or on-call on regular scheduled days off (i.e., a 24-consecutive hour period commencing at 8:00 a.m.) shall receive a standby allowance of three (3) hours pay at the employee's straight time hourly rate for each of said days of standby or on-call required.
3. Employees on standby or on-call on holidays shall receive a standby allowance of four (4) hours pay at the employee's straight time hourly rate for each day of eligible holiday required on standby or on-call.

An employee on standby or on-call who is called back to work shall be paid in accordance with the provisions of the Fair Labor Standards Act.

**SECTION 6.13. COMPENSATORY TIME OFF (CTO).** Members of the unit who work over eight (8) hours in a workday may be given compensatory time off (CTO) in lieu of cash payment for overtime at the discretion of the department head. The time at which compensatory time off (CTO) may be taken will be determined by the department head based on the needs of the City service but after considering the preferences of the employee, and requests shall not be unreasonably denied.

**SECTION 6.14. COMPENSATORY TIME OFF (CTO) RATE.** When CTO is authorized in lieu of cash payment for overtime, it shall be allowed and taken at the same rate that overtime is computed in accordance with section 6.07 of this MOU.

**SECTION 6.15. COMPENSATORY TIME OFF (CTO) – MAXIMUM ACCRUAL.** The maximum accrual of CTO hours is eighty (80) hours. Above the maximum accrual, all overtime worked shall be paid in cash.

**SECTION 6.16. COMPENSATORY TIME OFF (CTO) – PAYMENT.** Prior to resignation, termination or retirement, a member of this unit shall be permitted to utilize accumulated CTO, or shall be paid the cash equivalent of the accumulated CTO. Employees in this unit may, once per quarter, elect to cash out up to forty (40) hours of CTO. Payment shall be made by separate check, unless and until adverse changes in state and federal regulations.

**SECTION 6.17. GENERAL AUTHORIZATIONS.** The amount of overtime work, call-back work, standby, or on-call, and the method of reimbursement for such work, such as cash, time off, or a combination thereof, shall be determined through general policy of the City Manager except as specifically abridged in this Memorandum of Understanding.

No employee shall perform overtime work, call-back work, standby, or on-call unless such work is authorized and directed by the department head or his/her representative, and no employee shall be paid for such overtime, call-back, standby, or on-call unless he/she shall be approved by the department head on the payroll sheet submitted at the end of the pay period in which the work was performed.

**SECTION 6.18. HOLIDAYS.** During the term of this MOU, the following holidays are recognized as City holidays for pay purposes for all employees in the unit:

New Year's Day .....	The 1 <sup>st</sup> day of January
Martin Luther King Jr. Day .....	The 3 <sup>rd</sup> Monday of January
Washington's Birthday .....	The 3 <sup>rd</sup> Monday of February
Memorial Day .....	The last Monday in May
Independence Day .....	The 4 <sup>th</sup> day of July
Labor Day .....	The first Monday in September
Veterans Day .....	The 11 <sup>th</sup> day of November
Thanksgiving Day .....	The 4 <sup>th</sup> Thursday in November
Day After Thanksgiving .....	The day after the 4 <sup>th</sup> Thursday in November
Christmas Day .....	The 25 <sup>th</sup> day of December

Either Christmas Eve or New Year's Eve – Employee is guaranteed to be allowed to take within the calendar year.

One Floating Holiday – To be taken when requested by the Employee and with the approval of the department head. Available to be taken up to December 31 of each calendar year. Floating Holiday will be paid at time of separation if not previously taken for that calendar year. Unit member hired after the second Monday in October would not be eligible for Floating Holiday in that calendar year.

\* Payment authorized for working only when deemed to be an emergency.

\* If staffing and scheduling makes it such that employees can get neither day off, an alternate day can be selected with approval of the City Manager if request is made no later than December 1.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

**SECTION 6.19. MODIFICATION OF HOLIDAY SCHEDULE.** It is understood that employees do not report to work on recognized City holidays unless otherwise directed by the department head. Subject to regulation and control of the City Manager, the department head may require any employee to work on any or all of said holidays.

**SECTION 6.20. HOLIDAY PAY – DAY WORKED.** Employees of the unit eligible for holiday benefits who are required by management directive to work on a day designated as a holiday shall receive pay equal to and in lieu of time off at the straight time for the holiday and be paid in accordance with Section 6.07 of this MOU:

Employees subjected to “scheduled staffing”, where the holiday falls during the normal regularly scheduled 40 hour work week shall be paid at the straight time rate for each hour worked during the first eight (8) hours of work.

The compensation provided for in this subsection shall be inclusive of any overtime compensation or other benefits to which such employees may be entitled under the provisions of any ordinance or resolution of the City or other applicable law, and not in addition thereto.

**SECTION 6.21. HOLIDAY PAY – DAY OFF.** When a day designated as a holiday falls on a normally assigned day off of an employee of the unit who is eligible for holiday benefits, said employee shall receive additional pay equal to and in lieu of time off at straight time hourly rate for said holiday.

**SECTION 6.22. HOLIDAY PAY – LEAVE OF ABSENCE.** Notwithstanding the provisions of Section 6.21, an employee in the unit shall not receive holiday pay if he/she is on an approved leave of absence.

**SECTION 6.23. ABSENCES BEFORE AND AFTER HOLIDAYS.** Any employee who is absent from work on the day before and/or the day after a holiday, as set forth in Section 6.18 of this Article, may forfeit the holiday pay unless the absence is taken as approved leave with prior notice. An absence taken as sick leave will be approved only by verification by the supervisor who may require a doctor’s certificate verifying inability of the employee to work. The employee will bear the cost of securing a doctor’s verification, if required.

**SECTION 6.24. PROBATIONARY PERIOD FOR PROMOTIONS.** Promotional appointments shall be subject to a six-month probationary period for members of this bargaining unit.

**SECTION 6.25. PROBATIONARY PERIOD FOR RECLASSIFICATIONS.** The City and the Union agree that Article V, Section 5.11(B)(3) of the Merced City Personnel Rules and Regulations shall be modified as follows:

“3. Upward. The employee will retain permanent status in the new class when the Director of Support Services determines that either (a) there has been no essential change in the duties or responsibilities of the position during the individual’s incumbency, thereby requiring no probationary period; or (b) there has been a gradual change in the duties and the incumbent has performed the higher level tasks for a significant period, normally six months. If the change is the result of a reorganization, a probationary period shall not be required if the incumbent has previously held position; however, if the incumbent has not previously held the position, successful completion of a probationary period may be required by the Personnel Manager prior to the incumbent attaining permanent status in the new class. If none of the above situations exist, the employee may be transferred, demoted, laid off or compete for the reallocated position.”

## **ARTICLE VII** **WAGES**

**SECTION 7.01. WAGES.** Wages are listed in Attachment A, which is hereby incorporated herein and made a part of this Memorandum of Understanding. Effective the first pay period of the fiscal year in 2018, pay period 14, wage increase of 2.50%. Effective the first pay period of the fiscal year in 2019 wage increase of 2.50%.

**SECTION 7.02. CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM.** The City shall maintain the 2.5% at age 55 California Public Employees’ Retirement System (CalPERS) Retirement Program for current Union members. The City will implement a two-tiered retirement system, and all new Union members hired on or after December 10, 2012 will be covered by the 2% at age 60 benefit formula, if they are eligible for reciprocity as defined by CalPERS. “New Members”, as defined by CalPERS, shall be covered by the 2% at age 62 benefit formula.

Union members shall pay the entire employee contribution required by PERS. The employees’ payment of the 1.95% employer contribution shall be eliminated effective December 22, 2014.

Employee cost-sharing will be made by payroll deduction and will be considered pre-tax employee contributions.

**SECTION 7.03. PAY RANGE SALARY STEPS – FULL-TIME EMPLOYEES AND REGULAR PART-TIME EMPLOYEES.** For full-time employees and regular part-time employees, the pay plan provides for pay ranges and a salary step schedule of five (5) steps. The salary steps in the pay range are designated 1, 2, 3, 4 and 5.

If retroactive pay is due for any reason, payment shall be made by separate check, unless and until adverse changes in state and federal regulations.

**SECTION 7.04. DEFERRED COMPENSATION.** The City shall make available a Deferred Compensation Plan for those employees in this unit who wish to participate in said plan.

**SECTION 7.05. SHIFT DIFFERENTIAL.** Members of the unit assigned to shift or unit regularly scheduled to work four (4) hours or more between 5:00 p.m. to 2:00 a.m. shall receive three percent (3%) shift differential in addition to his/her base wage.

**SECTION 7.06. BILINGUAL PAY.** In accordance with administrative policies and procedures, employees in the unit required to speak or write in Spanish, or other eligible languages in addition to English, and including sign language, as part of the regular duties of his/her position shall be compensated at the following monthly rates in addition to the employee's rate of pay:

Verbal Skills Only	\$50.00
Written Skills Only	\$75.00
Verbal and Written Skills	\$100.00

The City Manager shall designate which languages shall be eligible for bilingual pay based on community needs and will determine the number of employees who will be eligible for bilingual assignments.

## **ARTICLE VIII** **VACATION AND SICK LEAVE**

**SECTION 8.01. VACATION ACCRUAL.** After the effective date of this agreement, all eligible employees shall earn vacation benefits in accordance with their length of continuous service as follows:

During the first 5 years of continuous service, full-time regular employees earn vacation benefits at the rate of 3.696 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 192.00 hours.

After the completion of 5 years of continuous service, full-time regular employees earn vacation benefits at the rate of 4.616 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 240.00 hours.

After the completion of 9 years of continuous service, full-time regular employees earn vacation benefits at the rate of 6.160 hours each biweekly

pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 320.00 hours.

After the completion of 15 years of continuous service, full-time regular employees earn vacation benefits at the rate of 6.928 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 360 hours. The proposal shall not be retroactive and is effective on a go forward basis following ratification by membership and approval of MOU by the City Council, but no sooner than pay period 14 in 2018.

After the completion of 20 years of continuous service, full-time regular employees earn vacation benefits at the rate of 7.696 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 400.00 hours.

After completion of twenty-five (25) years of continuous service, full-time regular employees earn vacation benefits at the rate of 9.232 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 480.00 hours.

Part-time regular employees earn vacation benefits at a prorata rate.

**Section 8.02. VACATION PAYMENT.** All employees of the unit will have the option to cash out up to a maximum of twenty (20) hours of accrued vacation time. Employees who elect to cash out vacation shall have a minimum balance of 100 accrued vacation hours prior to the cash out pay period and shall have completed their initial probationary period with the City of Merced. Vacation payment will take place once per year in the first pay period in December. The proposal shall not be retroactive and is effective on a go forward basis following ratification by membership and approval of MOU by the City Council, but no sooner than first full pay period after City Council approval

**SECTION 8.03. VACATION USE.**

- A. VACATION USE.** Vacation used by an employee shall be charged against the vacation accrued on an hour-for-hour basis. Earned leave shall not be unreasonably denied.
- B. MAXIMUM VACATION ACCRUAL.** When the maximum number of vacation hours is accumulated by an employee, vacation hours shall cease to accrue to that employee and hours that otherwise would accrue over the maximum are lost to the employee and will not be reimbursed.

It shall be the responsibility of the employee to monitor his/her vacation accrual and to request vacation use so that the employee's maximum accrual is not exceeded.

**SECTION 8.04. SICK LEAVE ACCRUAL.** All eligible employees earn sick leave benefits service as follows:

Full-time regular employees earn sick leave benefits from the first date of employment at the rate of 3.696 hours each biweekly pay period of continuous service. Employees may accumulate sick leave benefits to a maximum of 1056.00 accrued sick leave hours.

Part-time employees earn sick leave benefits at a pro rata rate.

**SECTION 8.05. SICK LEAVE DURING FIRST SIX MONTHS OF INITIAL PROBATION.** Any unit employee initially appointed to a position in the classified service serves an initial probationary period of twelve (12) months. Probationary employees may use sick leave accrued to them under the same rules and regulations as regular employees, except that any sick leave used in excess of 3 days or 24 hours, whichever is greater shall be repaid to the City if the employee does not pass probation. Repayment shall be accomplished by the City's withholding from the employee's final paycheck an amount equal to the number of sick leave hours used times the employee's regular hourly rate of pay during which sick was used. This section does not apply to unit employees who have successfully completed their initial 12-month probationary period.

**SECTION 8.06. SICK LEAVE USE.** Sick leave used by an employee shall be charged against the sick leave accrued on an hour-for-hour basis.

**SECTION 8.07. SICK LEAVE PAYMENTS.** In January of each year, employees who have unused sick leave in excess of 960 hours as of the last pay period in the preceding December will be paid at their straight time hourly rate for fifty percent (50%) of said hours in excess of 960, but the remaining fifty percent (50%) of hours in excess of 960 will be forfeited. Payment shall be made by separate check, unless and until adverse changes in state and federal regulation.

**SECTION 8.08. SICK LEAVE FOR IMMEDIATE FAMILY CARE.** An employee with accumulated sick leave may use sick leave to attend to an illness of a child, domestic partner's child who is ill, parent, spouse, sibling, grandparent, grandchildren or domestic partner of the employee, as defined by statute. Leave for this purpose may not be taken until it has actually accrued. Granting of sick leave shall be at the discretion of the department head.

**SECTION 8.09. FAMILY AND MEDICAL LEAVE ACT.** In accordance with administrative policies and procedures, employees in the unit will be entitled to family and medical leave required by federal and state law.

**SECTION 8.010. CATASTROPHIC LEAVE BANK.** In accordance with administrative policies and procedures, employees in the unit will be entitled to assist other City employees who face extended leaves without pay due to a catastrophic non-industrial occurrence in their lives. For the purpose of this plan, a catastrophic occurrence is defined as a serious non-industrial injury or a prolonged illness to themselves, and the affected employee has exhausted all accrued leaves. Both the donor and the recipient must be regular full-time employees, having passed initial probation. Catastrophic leave determinations are non-grievable.

**SECTION 8.11. SICK LEAVE UPON SEPARATION FROM CITY SERVICE.** To the extent permitted by law, an employee of the unit who resigns or is dismissed forfeits all further eligibility to any accrued but unused sick leave. An employee of the unit who retires from the City after ten (10) or more years of continuous service will be paid at the straight time hourly rate for 50 percent of the hours of accrued but unused sick leave. The remaining 50 percent of the hours of accrued but unused sick leave will be forfeited.

## **ARTICLE IX HEALTH AND WELFARE**

**SECTION 9.01. BENEFITS PROVIDED AND REQUIRED.** City shall provide a “cafeteria” plan. Each employee shall be required to participate in the following five plans to a level that provides for the employee:

- Hospital/medical care plan,
- Dental care plan,
- Vision care plan,
- Disability insurance plan (all unit members shall be required to enroll in the 30-day retention period disability plan),
- Life insurance plan.

Employees may request a waiver for medical, dental, or vision coverage from the Support Services Department. Such waiver may be granted only if the employee shows proof of other coverage through the employee’s spouse. Should an employee who has obtained a waiver to this provision lose such alternative coverage, the employee shall provide proof to the Support Services Department within five (5) business days and enroll in a City-provided insurance program. If waiver of coverage is granted the allowances as outlined in Section 9.03 will be adjusted accordingly.

Participation for the employee’s dependents, and participation in other coverages offered, is optional.

**SECTION 9.02. PLAN SELECTION AND EMPLOYEE BENEFIT COMMITTEE.** The City shall provide a selection of employee health and welfare benefit coverages

for eligible employees and retirees, including but not limited to at least two options each for hospital/medical care plan, dental care plan, vision care plan, life insurance plan, and disability insurance plan. The plans shall be selected solely by the City following review of proposals by the Employee Benefits Committee. For the purpose of this section, it is understood that the role of the Employee Benefits Committee is advisory to the City Council. The Committee shall be comprised of representatives of each of the City's bargaining units and management.

**SECTION 9.03. SCHEDULE OF ALLOWANCES PER PAY PERIOD.** The City shall contribute an amount per bi-weekly pay period (based on twenty-six pay periods annually) as the Cafeteria Allowance Per Pay Period.

Effective December 18, 2017 (PP01) the per pay period allowances are as follows:

**Medical**

Employee only	\$229.50
Employee plus one	\$470.07
Employee plus two or more	\$690.93

**Dental, Vision, Disability and Life**

Employee only	\$33.73
Employee plus one	\$47.50
Employee plus two or more	\$67.71

Future health and welfare plan costs over the current cost (if any) will be shared by both the City and the employee. Any increase in the sum of core premiums necessary to purchase the above listed coverages will be shared (55/45) between the City and the employee with the City paying 55% of the increase and the employee paying 45% of the increase. The City's portion shall reflect an increase in the Cafeteria Per Pay Period.

"Core" is defined as the basic offerings in the Cafeteria Plan listed in 9.01.

The employee shall be responsible for the balance of the premiums, if any, beyond the Cafeteria Allowance Per Pay Period. This applies for all insurance coverages selected, whether those coverages are part of the five basic offerings in the cafeteria, or other selections.

Employee contributions may be made on a pre tax basis if the employee elects to participate in a Section 125 plan. In order to avoid issues of adverse selection and recognizing the mutual interest of the City and the Union in avoiding escalation of insurance premium expenses, no employee shall receive cash back except that a unit member who is married and whose spouse is also a current City of Merced employee, accepted for waiver of medical coverage, shall receive cash back equal to twenty-five percent (25%) of the core medical premium for a single individual.

#### **SECTION 9.04. MEDICAL/HEALTH, DENTAL AND VISION CARE COVERAGE AFTER RETIREMENT.**

A. In accordance with Administrative Policy and Procedure No. P-17, the City shall provide a hospital/medical care plan for eligible retirees. The hospital/medical care plan shall be selected solely by the City and shall provide essentially the same benefits to retirees as are provided to full-time employees. An employee shall be considered a retiree of the City if the employee retires in the California Public Employees' Retirement System and his/her last active place of full-time employment within the system was with the City. All retirees are eligible except as provided in (E) below and shall receive hospital/medical care coverage under the following conditions:

1. The retiree is age 50 or over with at least ten (10) years of service with the City; or
2. Retiree is retired because of a service-connected disability; or
3. Retiree is retired because of a non-service connected disability with at least ten (10) years of service.

Spouse of eligible retiree may remain on the plan until the retiree is deceased. The spouse and retiree shall be responsible for payment of the premium for coverage of spouse.

For those retirees in retirement status on or before July 20, 2003, the City agrees to contribute the amount necessary to provide a comparable hospital/medical plan for each eligible retiree.

B. For those active unit members who retire after July 20, 2003, the City agrees to contribute the monthly premium for each eligible retiree capped at the following amounts: \$390.55 monthly for Retirees over 65, and \$546.51 monthly for Retirees under 65. The Retiree shall pay any amount over the capped premium.

C. Supplemental Retirement Medical Allowance. An employee retiring on or after January 1, 1999, and eligible for retirement medical benefits as provided in this Section, said retired employee and spouse and/or other dependents shall continue to be covered under the City's medical plan until both persons reach age 65. The City shall pay the premium for the retired employee, and the dependent(s) premium shall be the responsibility of the retired employee. At the age of 65, the City's medical plan shall be secondary to Medicare medical coverage or any other benefit coverage available to the retired employee and eligible spouse.

- D. An eligible employee who retires after August 1, 1998, and his/her spouse and/or dependents, shall be eligible to continue coverage under the City's dental and vision plans. The premiums shall be the responsibility of the retired employee. At the age of 65, or upon the dropping of coverage by the employee, or the death of the eligible employee, the City's dental and vision plans will no longer be available to the retired employee and his/her eligible spouse and/or dependents.
  
- E. New unit employees hired after December 31, 2003 will not be entitled to receive the City's health/medical plan coverage after retirement, except that such may elect to continue coverage under COBRA if there is a qualifying event.

**ARTICLE X**  
**LEAVES OF ABSENCE**

**SECTION 10.01. BEREAVEMENT LEAVE.** In the event of a death in the immediate family, an employee, upon request, shall be granted up to twenty-four (24) hours bereavement leave with pay without charge to accumulated sick leave or vacation. An additional twenty-four (24) hours bereavement leave shall be granted upon request of the employee, if sufficient accrued hours are available, where extensive travel is required to attend the funeral, or where other extenuating circumstances require the attendance of the employee for additional time. Such additional bereavement leave shall be charged against the employee's accumulated leave credits including sick, vacation, and CTO.

**SECTION 10.02. DEFINITION OF IMMEDIATE FAMILY.** For the purposes of Section 10.01, the immediate family shall be restricted to father, mother, spouse, domestic partner, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren related by blood, marriage, or adoption, or a step-child of the employee's current spouse.

**SECTION 10.03. OTHER FUNERAL LEAVE.** In the event of the death of a person not immediately related to an employee, as defined above, the employee's department head may grant up to eight (8) hours funeral leave upon request of the employee which shall be charged against the employee's accumulated sick, CTO, or vacation leave credits.

**SECTION 10.04. ABSENCE WITHOUT OFFICIAL LEAVE (AWOL).** Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked or cancelled, or at the expiration of a leave, shall be considered an absence without official leave.

**SECTION 10.05. VOLUNTARY RESIGNATION.** Any employee in this unit absent without official leave for two (2) or more consecutive days or absent an aggregate of

sixteen (16) hours in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Merced.

## **ARTICLE XI UNIFORMS**

**SECTION 11.01. UNIFORMS.** The City agrees to provide uniforms for employees who are required as a condition of employment to wear uniforms. The City Manager will determine the classes of positions for which uniforms will be provided and the types of uniforms that will be furnished. The City reserves the right to eliminate uniforms in any of the classes of positions.

Those employees who are required to wear uniforms as a condition of employment shall be provided a minimum of five (5) complete uniforms. All uniforms shall be of such a nature that they do not require dry cleaning and will not cause employees to incur an additional out of pocket expense to maintain.

**SECTION 11.02. PROTECTIVE CLOTHING.** When the City requires an employee to wear personal protective clothing or accessories, the City shall either furnish the item or reimburse the employee for the mandatory purchase.

## **ARTICLE XII GRIEVANCE PROCEDURE**

**SECTION 12.01. DEFINITIONS.** The following words used in this Article are defined as follows:

**Grievance:** A claimed violation, misapplication or misinterpretation of a specific provision of this Memorandum which adversely affects the grievant.

**Grievant:** An employee who is filing a grievance. Any alleged violation, misapplication or misinterpretation that affects more than one employee in a similar manner may be consolidated and thereafter represented by a single grievance.

**Day:** A day in which the City's main administrative office is open for business.

**SECTION 12.02. TIME LIMIT FOR FILING GRIEVANCE.** A grievance shall be barred and not considered if based upon a condition or event which occurred or existed more than fifteen (15) workdays immediately prior to the date on which the grievance is first presented in writing to the immediate supervisor pursuant to Step 2.

**SECTION 12.03. PROCEDURE.** The City and the Union agree to the following exclusive procedure of presenting and adjusting grievances that must be processed in accordance with the following steps, time limits and conditions.

**SECTION 12.04. STEP ONE.** The aggrieved employee shall discuss the matter with the employee's immediate supervisor.

**SECTION 12.05. STEP TWO.** If the answer from the immediate supervisor is not satisfactory within ten (10) workdays following this discussion, the grievance within such time shall be reduced to writing on the form provided by the Personnel Department and submitted to the grievant's immediate supervisor. Within ten (10) workdays after receipt of the written grievance, the immediate supervisor shall answer the grievance in writing.

**SECTION 12.06. STEP THREE.** The answer from the immediate supervisor shall be final unless the grievance is appealed in writing to the involved department head within ten (10) workdays from the date of the supervisor's written answer in Step One. Within ten (10) workdays after receipt of the written appeal, the department head shall investigate and provide a written answer to the grievant.

**SECTION 12.07. STEP FOUR.** The answer from the department head shall be final unless the grievance is appealed in writing to the Director of Support Services or his/her designee within ten (10) workdays from the date of the department head's written answer in Step Three. The Director of Support Services or designee shall discuss the grievance with the grievant or the Union representative at a time mutually agreeable to both parties. Within ten (10) workdays after the close of discussion, the Director of Support Services or designee shall give his/her written answer.

- A. **OPTIONAL STEP: MEDIATION.** Following the answer from the Director of Support Services, either party may make a request for mediation. The request must be made in writing within seven (7) work days of the Step Four response from the Director of Support Services.

Neither party will be bound by any statement or recommendation of the mediator or by either statement or proposal made by the parties during the mediation process. Either party may terminate the mediation process immediately by written notice at any time. Upon termination of the mediation, either party pursuing the matter further may submit it in writing to the Chairperson of the Personnel Board within five (5) workdays of the date of the notice of termination of the mediation, in order to pursue the process to Step Five.

The cost of mediation, if any, shall be shared equally by the parties.

**SECTION 12.08. STEP FIVE.** The answer from the Director of Support Services or designee shall be final unless the grievance is appealed in writing to the Personnel Board Chairperson within five (5) workdays after receipt of the Director of Support Services' or designee's written answer in Step Four. The Personnel Board shall

hold a hearing of the grievance within thirty (30) workdays after receipt of the written appeal. The Personnel Board, after conducting such hearing, shall forward its recommendation to the City Manager for final determination. The City Manager, after consideration of the Personnel Board's recommendation, shall provide his/her written final determination to the aggrieved employee within ten (10) workdays.

**SECTION 12.09. EFFECT OF TIME LIMITS.** The parties agree to follow each of the foregoing steps in the processing of a grievance and if, in any step, the City's representative fails to give his/her written answer within the time limit therein set forth, the grievance shall automatically be transferred to the next step at the expiration of such time limit. Any grievance not moved by the grievant or the Union to the next step within the time limits provided following the City's answer will be considered settled on the basis of the City's last answer.

**SECTION 12.10. EXTENSION OF TIME LIMITS.** Extensions of days to answer or move a grievance may be extended by mutual written agreement.

**SECTION 12.11. REPRESENTATION.** Nothing contained in this Article shall be interpreted to preclude an employee from requesting a representative to be present at each step in the grievance procedure.

**SECTION 12.12. JUST CAUSE.** The City will not discipline, suspend, or terminate an employee, with the exception of temporary and probationary employees, except for just cause. Disciplinary action taken against any employee must comply with the conditions set forth in Article XX of the City of Merced Personnel Rules and Regulations.

### **ARTICLE XIII MANAGEMENT RIGHTS**

**SECTION 13.01. MANAGEMENT RIGHTS.** All City rights and functions, except those that are expressly abridged by this Memorandum of Understanding, shall remain vested with the City.

Except to the extent that the rights, powers and authority of the City are specifically limited by the provisions of this Memorandum of Understanding, the City retains all rights, powers and authority granted to it or which it has pursuant to any law or the City Charter and the City shall not be required to meet and confer with respect to the exercise of such rights, powers and authority reserved herein, including but not limited to:

- a. Determine the level of, and manner in which, the City's activities and services are conducted, managed, and administered.
- b. Schedule work.
- c. Direct employees, including the right to hire, promote, discipline, or discharge employees as set forth in the Personnel Rules.
- d. Transfer employees.

- e. Establish and enforce employee performance standards.
- f. Determine the safety, health, and property protection measures for the City.
- g. Reorganizations and reallocation of work of the City.

This MOU is not intended to, nor may it be construed to, modify the provisions of the Charter relating to Civil Service or personnel administration. The rights, powers, and authorities are specifically outlined in the Merced City Charter in Article V, City Manager and Article VI, Officers and Employees and shall continue in effect unless expressly modified or restricted by a specific provision hereof. The City shall continue to exercise authority over classification of jobs and the procedures and standards of selection for employment and promotion.

**SECTION 13.02. TRAINING PROGRAMS.** The Union recognizes the City's authority to provide training to participants in a federal, state, or locally sponsored job training program so long as the participants will not displace any current unit employee or any laid-off unit employee and the training will not cause a reduction in non-overtime work.

## **ARTICLE XIV** **LAYOFF**

### **SECTION 14.01. LAYOFF.**

1. In lieu of being laid off an employee may elect demotion ("bumping") to:
  - A. Any class in the same class series with a lower maximum salary;
  - B. A class in the same line of work (as determined by the City) as the class of layoff, but of lesser responsibility, and with substantially the same or a lower maximum salary.
2. In order to bump to a new classification, the employee must have more seniority than the employee that will be displaced.
3. The employee bumping to a new classification within the series must have held a classification within that series at some time in his/her career in the City of Merced; and in the case of an employee not in the unit, that employee must also have held a unit classification identified within the class series and can only bump to the classification previously held.
4. Seniority is determined by the total continuous service in the City. The following provisions apply in computing total continuous service:
  - A. Time spent on military leave shall count as service in the event the leave was taken subsequent to employment;

- B. Time worked in regular and/or probationary status shall count as service;
  - C. Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status, shall not count as service.
5. To be considered for demotion in lieu of layoff, an employee must notify the Personnel Manager within five (5) working days of receipt of the notice of layoff.
  6. In cases where there are two or more employees in a class from which the layoff is to be made, such employees shall be laid off in inverse order of seniority.
  7. Employees bumping to a lower or similar class series shall be placed at the salary step representing the least loss of pay, without exceeding the employee's current rate of pay.
  8. The names of persons laid off or demoted in accordance with this policy shall be entered upon a re-employment list in the order of lay off. Such list shall be used by the City Manager and each department head when a vacancy arises in the same or lower class series.
  9. Names of persons laid off shall be carried on a re-employment list for two (2) years, except that persons appointed to regular positions of the same or higher level shall be dropped from the list upon such appointment. Persons re-employed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the two (2) years.
  10. Refusal of a person to accept the first offer of re-employment with the same classification or a classification at the same or higher range shall cause the name of the person to be dropped from the re-employment list. Failure of a person to respond within seven (7) workdays to the offer of re-employment shall be considered a refusal.
  11. Seniority at the time of layoff shall be recognized upon re-employment for the purposes of determining vacation accruals. Sick leave accrual amount at the time of layoff, if any, shall be reinstated upon re-employment.
  12. If the provisions of this policy are in conflict with the provisions of a Memorandum of Understanding, the MOU shall be controlling without further action.
  13. An employee may not demote to a frozen position or a position that is being eliminated as part of the layoff, and an employee electing demotion must meet the minimum qualifications for the new classification.

**ARTICLE XV**  
**NO STRIKE – UNION RESPONSIBILITIES**

**SECTION 15.01. NO STRIKE.** The Union, its officers, agents, members and employees covered by this Memorandum of Understanding, agree that so long as this memorandum is in effect, there shall be no strikes, sickouts, partial or complete, sit-downs, slowdowns, stoppages or cessation of work, including actions of a sympathy nature, boycotts or any unlawful acts of any kind that interfere with the City's operations. Any violation of this provision may be made subject to disciplinary action, including discharge. Only the fact as to whether or not an employee engaged in a violation of this article may be subject to the grievance provisions of this memorandum.

**SECTION 15.02. OBLIGATIONS OF UNION.** In the event of any failure of Section 15.01 to operate effectively in any work stoppage, the Union, its officers, stewards and agents, agree that they will immediately take and continue to take all reasonable steps to restore full operations, including notifying City employees that they are in violation of the Memorandum of Understanding and subject to discipline

**ARTICLE XVI**  
**WAIVER AND ENTIRE AGREEMENT**

**SECTION 16.01. SCOPE OF AGREEMENT.** Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire memorandum between the parties regarding the provisions contained in this MOU; provided that nothing herein shall prohibit the parties from changing the terms of this memorandum by mutual agreement.

**ARTICLE XVII**  
**SEPARABILITY**

**SECTION 17.01. SEPARABILITY OF PROVISIONS.** Every clause of this Memorandum of Understanding shall be deemed separable from every other clause of this Memorandum of Understanding and in the event that any clause or clauses shall be finally determined to be in violation of any law by judgment or decree of any court of competent jurisdiction, then any such clause or clauses only, to the extent only that any may be in violation, shall be deemed unenforceable without impairing the validity and enforceability of the rest of this memorandum.

**ARTICLE XVIII**  
**TERM OF AGREEMENT**

**SECTION 18.01. TERM OF AGREEMENT.** Unless otherwise provided in this Memorandum of Understanding, upon the approval of the City Council of the City of

Merced, the specific provisions of this Memorandum of Understanding shall become effective January 1, 2018, and shall remain in full force and effect through December 31, 2019.

**ARTICLE XIX**  
**PERSONNEL RULES AND REGULATIONS**

**SECTION 19.01. PERSONNEL RULES AND REGULATIONS.** The City and the Union have met and conferred on the Personnel Rules and Regulations adopted by the City Council on June 19, 1989 (Resolution No. 1989-57) exceptions to those Rules and Regulations are contained in this Memorandum of Understanding.

**SECTION 19.02. HEALTH MAINTENANCE MEDICAL, PHYSICAL AND/OR PSYCHOLOGICAL EXAMINATIONS.** When, in the opinion of the City Manager and the appropriate department head, it would be in the best interest of the City to evaluate the medical or psychological condition of an employee, the City Manager may direct the Personnel Manager to schedule such employee for an examination, at City expense, with a physician, psychiatrist, or psychologist selected by the City.

In unusual circumstances where an employee may present a hazard to himself/herself, co-workers, or others, the department head may order the employee's reassignment, or compulsory leave pending results of a medical or psychological examination.

**ARTICLE XX**  
**MISCELLANEOUS**

**SECTION 20.01. REASONABLE ACCOMODATION.** The City and the Union recognize that the City has an obligation under law to provide employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of and in accordance with its obligations under the California Fair Employment and Housing Act and the Americans with Disabilities Act. If by reason of the aforesaid requirement, the City contemplates actions to provide reasonable accommodation to an individual employee which are in potential conflict with any provisions of this Memorandum of Understanding, the Union will be advised of any such proposed accommodation prior to implementation by the City, and will be allowed the opportunity to discuss options to disregarding the MOU.

**SECTION 20.02. TOBACCO PRODUCT USE.** The City of Merced declares a hiring policy which disqualifies habitual users of tobacco products from eligibility for employment. Employees hired for positions in the bargaining unit after January 1, 2007 (except reinstatements and re-hires after layoff after the effective date of this agreement) shall not be permitted to use any tobacco products, consistent with this policy. Failure to follow this policy will lead to disciplinary action, up to and including dismissal.

Employees hired into the bargaining unit prior to December 31, 2006 will be permitted to use tobacco products in a manner consistent with any restrictions established by State law and this agreement.

Under no circumstances shall any tobacco product be used at any time inside a City building or vehicle or on City owned property

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

FOR THE UNION:

FOR THE CITY:

\_\_\_\_\_  
DEBBIE MACIAS  
AFSCME BUSINESS AGENT

\_\_\_\_\_  
STEVE CARRIGAN  
CITY MANAGER

\_\_\_\_\_  
ELYSE DAVIS  
PRESIDENT

\_\_\_\_\_  
STEPHANIE DIETZ  
ASSISTANT CITY MANAGER

\_\_\_\_\_  
SUSAN CARMO  
REPRESENTATIVE

\_\_\_\_\_  
DENEEN PROCTOR  
DIR OF SUPPORT SERVICES

\_\_\_\_\_  
ALMA ESPINO  
REPRESENTATIVE

\_\_\_\_\_  
SHELLINE BENNETT  
CITY NEGOTIATOR

\_\_\_\_\_  
PATTY PUTMAN  
REPRESENTATIVE

\_\_\_\_\_  
CORRENNNA RANDAZZO  
REPRESENTATIVE





SIDE LETTER TO THE January 1, 2018 MOU  
BETWEEN  
THE CITY OF MERCED  
AND  
AFSCME LOCAL #2703

This is a Side Letter to the January 1, 2018 Memorandum Of Understanding (“MOU”) between the City and AFSCME.

This side letter is only effective for the term of the January 1, 2018 MOU and shall sunset on December 31, 2019 and have no force or effect following this date.

During the term of the January 1, 2018 MOU and contingent upon the City possibly having a final, completed compensation study being conducted by an outside vendor, upon written notice to the other party, either the City or Union may reopen negotiations for the sole purpose of discussing base wage increases only.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

FOR THE UNION:

FOR THE CITY:

\_\_\_\_\_  
DEBBIE MACIAS  
AFSCME BUSINESS AGENT

\_\_\_\_\_  
STEVE CARRIGAN  
CITY MANAGER

\_\_\_\_\_  
ELYSE DAVIS  
PRESIDENT

\_\_\_\_\_  
STEPHANIE DIETZ  
ASSISTANT CITY MANAGER

\_\_\_\_\_  
SUSAN CARMO  
REPRESENTATIVE

\_\_\_\_\_  
DENEEN PROCTOR  
DIR OF SUPPORT SERVICES

\_\_\_\_\_  
ALMA ESPINO  
REPRESENTATIVE

\_\_\_\_\_  
SHELLINE BENNETT  
CITY NEGOTIATOR

\_\_\_\_\_  
PATTY PUTMAN  
REPRESENTATIVE

\_\_\_\_\_  
CORRENNIA RANDAZZO  
REPRESENTATIVE