

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR
THE CITY OF MERCED
AND
MERCED ASSOCIATION OF CITY EMPLOYEES
M.A.C.E

JANUARY 1, ~~2021~~
2024 THROUGH
~~DECEMBER 31,~~
~~2023~~ June 30, 2027

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PREAMBLE

This Memorandum of Understanding ("MOU"), entered into between the City of Merced, hereinafter referred to as the "City," and Merced Association of City Employees (MACE), hereinafter referred to as the Association, has as its purpose: the establishment of wages, hours, and other terms and conditions of employment, and the rendering of more efficient and progressive service to the public.

ARTICLE I **RECOGNITION**

SECTION 1.01. RECOGNITION. City acknowledges the Association as the recognized employee organization representing all full-time and part-time regular employees in classified positions within the non-supervisory maintenance and service unit. For purposes of clarity, the classifications represented in this agreement are as follows:

Airport Operations Technician	Maintenance Worker I/11
Container Maintenance Worker	Mechanic I/11
Cross-Connections Control Specialist	Park Worker I/II
Custodian I/II	Recycling Coordinator
Environmental Compliance Officer I/II	Refuse Equipment Operator I/II/III
Equipment Service Worker	Sewers/Storm Drain Worker I/II/III
Fabrication Tech/Storekeeper	Street Sweeper Operator I/II
Facilities Maintenance Worker I/II	Traffic Signal/Lighting Technician
Finance Liaison	Tree Trimmer
Instrumentation, Control and Electrical Electrician	Wastewater Treatment Plant Maintenance Electrician/Mechanic
Land Application Worker I/II	Wastewater Treatment Plant Mechanic I/II
Lead Facilities Maintenance Worker	Wastewater Treatment Plant Operator Trainee
Lead Land Application	Wastewater Treatment Plant Operator I/II/III
Lead Mechanic	Water Conservation Coordinator
Lead Parker Worker	Water Distribution Operator I/II/III
Lead Park Worker Water	Water Meter/Backflow Technician
Lead Refuse Equipment Operator	Water Svstems Operator
Lead Sewers/Storm Drains	Zookeeper
Lead Zookeeper	
Maintenance Electrician	

SECTION 1.02. PART-TIME REGULAR EMPLOYEE DEFINITION. As used in this Memorandum of Understanding, "part-time regular employee" means an employee working in a position at least 25 hours but less than 40 hours per week on a regularly scheduled basis.

ARTICLE II

NON-DISCRIMINATION

SECTION 2.01. 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 2.02. ASSOCIATION AFFILIATION. The City and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organization and the equal right of employees to refuse to join and participate in employee organizations.

ARTICLE III

DUES DEDUCTION - MAINTENANCE OF MEMBERSHIP

SECTION 3.01. DUES DEDUCTION. When a member voluntarily signs a release furnished by the City authorizing the City to deduct Association 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 make its best effort to notify the Association of all new hires doing bargaining unit work within 30 days of hire.

SECTION 3.02. CERTIFICATION OF DUES. Each year during the month of December, the Association will certify to the Finance Officer the amount of the Association monthly dues. If the Association changes the amount of dues, each such change must be certified to the City at least four (4) weeks prior to the change becoming effective.

SECTION 3.03. LIABILITY. If during the term of this agreement any claims, charges, or lawsuits are brought against the City by any party over the matter of Association dues or Association dues deduction from members' paychecks, the Association 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, the Association shall refund to the City any amount paid to it in error upon presentation of support evidence.

SECTION 3.04. MAINTENANCE OF MEMBERSHIP.

- A. Association members on payroll deduction for the payment of Association dues as of 5:00 p.m. on the day 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 remain members of the representative unit.
- B. Association members who establish dues 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 remain members of the representation unit.
- C. Notwithstanding the provisions of Subsections A and B of this section, Association members on dues payroll deduction may declare their intention to terminate such payroll deduction following expiration of this Memorandum of Understanding. Termination of such payroll deduction shall be in writing addressed to the City's Deputy City Manager or their designee with a copy to the Association, and shall be submitted during the thirty- (30) day period between November 1 and November 30 of each year.
- D. Association agrees to hold City harmless and indemnify the City from any judgments and costs of defending lawsuits for implementing this provision of the Memorandum of Understanding.
- E. Association further agrees to notify all current and new members of the Association of this section in the Memorandum of Understanding.

SECTION 3.05. NEWLY HIRED EMPLOYEES.

- A. The City shall notify the Association President, or their designee when a bargaining unit position is filled and facilitate a meeting with an Association representative and the newly hired employee. The City and the Association have negotiated a Side Letter pursuant to AB 119 (enacted June 27, 2017) that is contained in Appendix D of this *Memorandum of Understanding*.

ARTICLE IV REPRESENTATIVES AND STEWARDS

SECTION 4.01. AUTHORIZED REPRESENTATIVES. For purposes of administering the terms and provisions of various ordinances, resolutions, rules and regulations adopted with this Memorandum of Understanding, the City's principle authorized agent shall be the Deputy City Manager or their designee or his/her duly authorized agent, except where a particular management representative is otherwise designated; the Associations' principal authorized representatives the MACE President and representative designated in writing by MACE president.

SECTION 4.02. STEWARDS. Association agrees to notify City of the names of stewards. Stewards shall be employees of the City. The number of stewards shall be limited to a total of seven. A written list of the names of the stewards will be presented to the Deputy City Manager or their designee within ten (10) days following the signing of this Memorandum of Understanding. Association agrees to notify City promptly of any change in stewards. No person will be recognized by the City as a steward until written notification from the Association is received by the Deputy City Manager or their designee.

SECTION 4.03. TIME OFF FOR REPRESENTATIVES. When mutually agreed to by City and Association, employees elected to Association office shall be granted time off without loss of pay to attend labor relations seminars that are of benefit to City and Association and to meet and confer with representatives of City on matters within the scope of representation.

4.04 REPRESENTATION RELEASE TIME. City and Association agree that, as long as there is no disruption of work, any one of the officers of Association may be allowed reasonable release time with supervisor approval, 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.

4.05 BULLETIN BOARDS. Association Executive Board Members and Association stewards will be allowed to use the approved Bulletin Boards for communication and dissemination of information to unit members. All communications must be in accordance with public record laws.

The designated locations for Bulletin Boards permitted for Association information shall be the worksites of the represented employees. Every effort will be made to locate the bulletin boards in general break areas of the represented group. The City shall determine actual placement of the boards in respective break rooms. Association 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 V

HOURS AND WORKING CONDITIONS

SECTION 5.01. WORKDAY, WORKWEEK, WORK PERIOD.

A. **Workday-** The normal workday shall consist of eight (8) hours, exclusive of any meal period. This 8-hour workday will also be known as a shift.

1. Departments and divisions, with approval of the department head and authorization of the City Manager, may modify operational hours and the workday

and/or the workweek when needed to serve the public or to continue the efficient operations of City service during an emergency. The City shall notify the Association of such changes as soon as practicable.

2. Departments and divisions, with approval of the department head and authorization of the City Manager, may modify operational hours, the workday and/or the workweek for reasons other than an emergency. The Association shall be notified of such changes at least two weeks prior to implementation.

- B. **Workweek** - The normal workweek shall consist of five (5) days of eight (8) hours each for a total of forty (40) hours. On occasion, when efficiency of operation and public service will not be affected, and at the sole discretion of the City, the department head, with authorization of the City Manager, and notification to the Union, may establish a workweek of four (4) days of ten (10) hours each for a total of forty (40) hours. The workweek schedule shall be established by the City in compliance with the Fair Labor Standards Act.
- C. **Work Period** - The normal work period shall be eighty (80) hours during each fourteen (14) calendar days.
- D. **Flexible Work Arrangements** - Bargaining unit members may request alternative work schedules and other flexible work arrangements pursuant to the City's Flexible Work Arrangements Policy.

SECTION 5.02. MEAL PERIOD.

- A. Except as provided in Subsection B of this section, each employee shall be entitled to an unpaid thirty (30) minute meal period during each shift. Prior to the start of the 30 min meal break, employee will be allowed to use local bathrooms to wash up. The period will be scheduled by the supervisor as close to the middle of the shift as the work allows. The unpaid 30-minute meal period may be used by the employee as the employee sees fit; however, City vehicles shall not be left unattended if parked in a public right-of-way (portion of the road traveled by the public). The vehicle must be parked in an area that is safe off the public right-of-way and properly secured. Employees shall not leave the worksite before the beginning of the meal period and must be back to work at the end of the 30-minute meal period. In the event the vehicle cannot be left unattended, then staggered lunch hours will be permitted.
- B. Notwithstanding the provisions of Subsection A of this section, employees in the class of Refuse Equipment Operator/Trainee shall be entitled to unpaid 45-minute meal period during each shift. During such 45-minute meal period, the employees in the Refuse Division may drive the city vehicles to the nearest approved site for wash up and eating. Several sites will be approved by the supervisor for use by the employees. Employees shall not leave the worksite before the beginning of the meal period and must be back to work at the end of the 45-minute meal period.

SECTION 5.03. REST PERIODS. All employees shall be granted one (1) rest period not to exceed fifteen (15) minutes during each half shift of four (4) hours. The department head may specify the location or locations where rest periods may be taken. Rest periods shall be considered time worked for pay purposes and employees may be required to perform duties if necessary during emergency conditions.

SECTION 5.04. CLEAN-UP TIME. All employees whose work causes their person or clothing to become soiled shall be provided with reasonable time for wash up purposes at shift end.

SECTION 5.05. EMERGENCY CONDITIONS. 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 5.06. SCHEDULING. Within these basic categories of workday, workweek, work period, meal period, rest period, clean-up time and emergency conditions, 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) days notification will be given to employees of new schedule; or when such changes are deemed immediately necessitated by emergency conditions, the department head shall give employees as much advance notice as is reasonably possible.

SECTION 5.07. OVERTIME.

- A. Overtime is defined paid and calculated pursuant to the Fair Labor Standards Act (FLSA) as actual hours worked beyond the established forty (40) hours in a seven (7) day workweek.
- B. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holiday, vacation, sick leave or authorized compensatory time-off (CTO), shall be considered as time worked by the employee.
- C. Except as otherwise provided in this MOU, compensation for assigned and authorized overtime work in excess of 40 hours in a work week, as outlined above, shall be at a rate equivalent to one and one-half times the regular hourly rate pursuant to Fair Labor Standards Act regulations.

SECTION 5.08. CALL-BACK. Employees called back to work by the department head or his/her representative during this period shall be paid a minimum of two (2) hours' pay at the rate of time and one-half.

Employees on standby who are able to resolve calls or alarms remotely shall be entitled to two (2) hours of pay at the rate of time and one-half per occurrence up to a maximum of four (4) hours or actual time worked, whichever is greater.

For employees who are on standby and directed to return to work to transfer equipment such as a vehicle/phone/etc., they shall be compensated in accordance with Section 5.08.

SECTION 5.09. STANDBY/CALL BACK.

A. **Standby.** Employees who are required to be available on a standby basis for possible call-back work during their off shift hours receive a standby allowance or may accrue standby as CTO at straight time as follows:

1. Employees on overnight standby (i.e., a 16-consecutive hour period commencing with the end of the regularly scheduled work shift) shall receive a standby allowance of two (2) hours pay at the employee's straight time hourly rate for each night of standby required.
2. Employees on standby on regularly 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 required.
3. Employees on standby on holidays shall receive a standby allowance of four (4) hours pay at the employee's straight time hourly rate for each of said eligible holidays of standby required.

When the City, in its sole discretion, determines that it is reasonably feasible and will not interfere with City operations, the City will make efforts to distribute standby time on an equitable basis.

B. **Standby/Call-Back.** An employee on standby who is called out to work shall receive, in addition to the standby allowance provided above, payment in accordance with Section 5.07.

SECTION 5.10. SPLIT SHIFT. As used in this section, split shift means a shift where an employee has at least three (3) hours, including lunch, off work between shifts on the same day.

SECTION 5.11. COMPENSATORY TIME OFF (CTO).

A. **CTO Rate.** Members of the unit who work over forty (40) hours in a seven (7) day work week shall normally be paid in cash for all overtime hours worked at the rate of one and one-half times the regular hourly rate. As an exception to such payment, at the request of the employee, an employee may be given compensatory time off (CTO) for regular overtime, call-back time, and standby time. The time at which allowed 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 preference of the employee.

B. **CTO Maximum Accrual.** The maximum accrual of CTO hours is eighty (80) hours.

Above the maximum accrual, all regular overtime, call-back time and standby time worked shall be paid in cash at the rate at which it was accrued. The City shall be in compliance with the Fair Labor Standards Act.

- C. **CTO Payment.** All employees will have the option to cash out a maximum of forty (40) hours of CTO that has been accumulated, payable once per quarter. Payment shall be made by separate check, unless and until adverse changes in State and Federal regulations.

SECTION 5.12. AUTHORIZATION. The amount of overtime work, call-back work, standby 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, or standby unless such work is authorized and directed by the department head or his/her representative nor shall such employee be paid for such overtime, call-back, or standby unless the same 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 5.13. HOLIDAYS.

- A. **Holidays.** During the term of this agreement, the following holidays are recognized as City holidays for pay purposes:

New Year's Day	The 1 st day of January
Martin Luther King, Jr. Birthday	The 3 rd Monday of January
Washington's Birthday	The 3 rd Monday of February
Cesar Chavez Day	The 31 st day of March
Memorial Day	The last Monday in May
Juneteenth	The 19 th day of June
Independence Day	The 4 th day of July
Labor Day	The first Monday in September
Veterans Day	The 11 th day of November
Thanksgiving Day	The 4 th Thursday in November
Day After Thanksgiving Day	The day after the 4 th Thursday in November
Christmas Day	The 25 th day of December

Either Christmas Eve or New Year's Eve - Employee is guaranteed to be allowed to take within the calendar year. Payment authorized for working only when deemed to be an emergency. If staffing and scheduling makes it such that employee 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.

The City Manager shall have the authority to implement newly created federal and state holidays without the duty to meet and confer with the Union

One Floating Holiday - Floating holiday is 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. To be taken when requested by the employee and with the approval of the department head. If supervisor/manager cannot schedule holiday after third request, employee shall be paid for such holiday on next pay period. Unit member hired after the second Monday in October would not be eligible for floating holiday in that calendar year.

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. 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.

- B. **Holiday Pay.** Full-time employees shall receive eight (8) hours' pay at their regular hourly rate for each recognized City holiday. Part-time regular employees shall receive holiday pay at their regular hourly rate on a pro rata basis.
- C. **Holidays - Leave Without Pay Status.** If a member is in a leave without pay (LWOP) status, holiday pay is not afforded that member.
- D. **Holiday Pay- Day Worked.** Employees of the unit eligible for holiday benefits who are required to work on a recognized holiday as defined in Section 5.13 A., shall be paid or may accrue CTO at the rate of time and one-half for each hour worked during the first eight (8) hours of work on such holiday and, in addition, shall receive pay equal to and in lieu of time off at straight time for said holiday. 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.
- E. **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 have the option to receive pay equal to and in lieu of time off at straight time, not to exceed eight (8) hours, for said holiday; or to take time off at straight time not to exceed eight (8) hours for said holiday at a future date within the following sixty (60) day period, with proper authorization by supervisory/management personnel.
- F. **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 Subsection A above, shall 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 medical certificate verifying inability of the employee to work.
- G. **Holidays/Refuse Division.** The responsibilities of the Refuse Division necessitate the regular pick up of solid waste for the health and safety of the citizens of Merced. Notwithstanding this need, employees in the Refuse Division will not be required

to work on recognized holidays as defined in Section 5.13 A. unless the landfill is open. Additionally, employees will be required to work on Saturday if a recognized holiday occurs within the same week.

- H. Holidays/Wastewater Treatment Plant Division.** The responsibilities of the Wastewater Treatment Plant Division necessitate a seven-day per week schedule for the health and safety of the citizens of Merced. Notwithstanding this need, employees in the Wastewater Treatment Plant Division will not be required to work on recognized holidays as defined in Section 5.13 A., except for two operators for each shift.

Wastewater Treatment Plant personnel who are on a 4/10 work schedule shall be paid for holidays worked during the pay period that said holiday occurs.

SECTION 5.14. COMBINATION OF BREAK PERIOD AND LUNCH HOUR

DURING AN EMERGENCY EVENT. Unit members shall be allowed to combine break period with meal period during an emergency event provided that immediate supervisor is notified and grants approval. Unit Member/Employee shall return to normal duties before the end of the shift.

SECTION 5.16. FATIGUED EMPLOYEE REST

(A) Purpose. The City seeks to provide and maintain a safe working environment for each individual and ensure that an employee is not required to work such a significant number of hours that it might lead to extreme fatigue of that employee or place that employee in violation of any state or federal law governing employees possessing a commercial driver's license.

(B) Hours Worked. An employee who is required to work more than four (4) hours overtime within a sixteen (16)-hour time period AND whose regularly scheduled work shift begins less than six (6) hours from the time the overtime ends, will be afforded a full eight (8)-hour rest period before returning to work.

(C) Rest Period. If the eight (8)-hour rest period discussed in (B) above extends into the next regularly scheduled work shift, the employee may request to be absent from the workplace for a period of time totaling eight (8) hours. To cover the portion of the eight (8)-hour rest period that extends into the regularly scheduled work shift the employee may request the time off will be charged to the employee's accrued sick leave, vacation, Holiday CTO, or CTO balance. This additional approved time off will not be recorded as an "unscheduled" leave.

(D) Additional Rest Period. If, following the eight (8)-hour rest period, the employee is still too fatigued to return to work, the employee may request additional time off to be charged to the employee's accrued sick leave, vacation, Holiday CTO, or CTO balance. This additional approved time off will not be recorded as an "unscheduled" leave.

As an example, Employee's regular shift ends at 2:30 p.m. They are called back to work at 11:00 p.m. and required to work five (5) hours of overtime and get off at 4:00 a.m. The employee's next scheduled shift begins at 6:00 a.m. Therefore, the employee is entitled to eight (8) hours of rest beginning at 4:00 a.m. Since the eight (8) hours extends into the regular shift,

the employee may request to use six (6) hours of leave accruals to cover the time from 6:00 a.m. to 12:00 p.m.

ARTICLE VI VACATION AND SICK LEAVE

SECTION 6.01. CONTINUOUS SERVICE. For the purposes of this section, continuous service means service without any authorized break or interruption during the period for which the employee has been employed by the City. A break or interruption in continuous service shall be construed as a deliberate severance of employment initiated by either the City or the employee for periods of more than fifteen (15) calendar days.

SECTION 6.02. VACATION.

- A. **Vacation Accrual.** All eligible employees earn vacation benefits in accordance with their length of continuous service as follows:
1. Full-time employees with less than 5 years of continuous service 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.
 2. After the completion of 5 years of continuous service, full-time 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.
 3. After the completion of 9 years of continuous service, full-time 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.
 4. After the completion of 15 years of continuous service, full-time 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
 5. After the completion of 20 years of continuous service, full-time 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.
 6. After the completion of 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 hours.

- 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 would otherwise accrue over the maximum are lost to the employee and will not be reimbursed.
- C. **Vacation Cash Out.** 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.
- D. **Payment Upon Separation.** Employees who leave City employment shall be compensated for vacation accrued but not taken up to the date of separation.
- E. **Holiday During Vacation.** When a holiday occurs during a scheduled vacation period, and such holiday would have excused the employee from work, and no other compensation is made for such holiday, then the employee shall be considered as taking the holiday and shall not be charged a day of vacation.
- F. **Vacation Use.** Vacation used by an employee shall be charged against the vacation accrued on an hour-for-hour basis.
- G. **Vacation Schedule/Sanitation Division.** For Refuse Equipment Operators and Refuse Equipment Operator Trainees, vacations shall be scheduled based on total time as a regular employee in the Refuse Division.

SECTION 6.03. SICK LEAVE.

- A. **Sick Leave Accrual.** All eligible employees earn sick leave benefits in accordance with their length of continuous service.

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.

- B. **Maximum Sick Leave Accrual.** When the maximum number of sick leave hours is accumulated by an employee, sick leave hours shall cease to accrue to that employee until they fall below the accrual cap.
- C. **Sick Leave for Probationers.** Any unit member appointed to a position in the classified service serves a probationary period of twelve (12) months. Probationary employees may use sick leave accrued to them under the same rules and regulations as regular employees.
- D. **Payment of Excess Accrued Sick Leave.** In Pay Period #1 of each year, employees who have unused sick leave hours in excess of 960 as of the last pay period in the preceding December shall be paid at their straight time rate for 50 percent of said hours in excess of 960 but the remaining 50 percent of hours in excess of 960 will be forfeited.
- E. **Sick Leave Upon Resignation or Dismissal.** To the extent permitted by law, an employee who resigns or is dismissed forfeits all further eligibility to any accrued but unused sick leave.
- F. **Sick Leave Upon Retirement.** 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.
- G. **Bereavement Leave.** In the event of a death in the immediate family, an employee, upon request, shall be granted up to three (3) days and no more than twenty-four (24) hours bereavement leave with pay without charge to accumulated sick leave or vacation.

The City Manager may grant up to an additional three (3) days and no more than twenty-four (24) hours bereavement leave upon written request of the employee 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 sick leave.

For purposes of this subsection, the immediate family shall be considered as the employee's spouse, domestic partner, mother, father, children, brother, sister, mother-in-law, father-in-law, grandparents, or grandchildren.

- H. **Sick Leave for Immediate Family.** 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, grandchild, or domestic partner of the employee, consistent with state and federal laws. Leave for this purpose may not be taken until it has actually accrued.

I. **Sick Leave Verification.** Sick leave is intended to be used only when actually required to recover from illness or injury or as time off for medical and dental appointments to the extent that such appointments cannot be scheduled outside of the workday. Employees may also use sick leave to care for immediate family members, as defined in Section 6.03 H. Employees may request accrued vacation time off to cover other personal absences not covered by this sick leave policy. The City will not tolerate abuse or misuse of sick leave privileges. In order to assure compliance by employees of the sick leave privilege and to refrain from creating undue requirements on all employees for the actions of a few, the City will consider and require verification of potential sick leave abuse on a case-by-case basis in accordance with the law. In instances where abuse is suspected, or sick leave use begins to lead toward a pattern of abuse, the department head may require written verification by means of a physician's statement or personal affidavit (the choice of which shall be made by the department head, depending on the nature of the circumstances) in order for the employee to receive paid sick leave, otherwise such absence from work shall be charged to leave without pay. Using sick leave in conjunction with a legally protected leave such as FMLA/CFRA is not grounds for disciplinary action.

Abuse of sick leave is grounds for disciplinary action, and shall be defined as any of the following:

1. Where an employee uses more than 2 days of sick leave in any calendar quarter in connection with the day before or after a holiday, or first or last day of the workweek.
2. Where an employee uses more sick leave than they accrued in the previous eighteen-(18) month period.
3. Where it is reasonably determined that an employee used sick leave for an unauthorized purpose.

J. **Holiday During Sick Leave.** When a holiday occurs during sick leave, and such holiday would have excused the employee from work, and no other compensation is made for such holiday, then the employee shall be considered as taking the holiday and shall not be charged a day of sick leave.

K. **Sick Leave Use.** Sick leave used by an employee shall be charged against the sick leave accrued on an hour-for-hour basis.

L. **Family 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.

ARTICLE VII **HEALTH AND WELFARE**

SECTION 7.01. 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
- 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 or registered domestic partner as defined in City of Merced Administrative Policy P-27 effective December 1, 2006. 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 with five (5) business days and enroll in a City-provided insurance program. If waiver of coverage is granted the allowance as outlined in Section 7.03 will be adjusted accordingly.

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

SECTION 7.02. 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 7.03. 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 28, 2020 (PP1) the pay period allowances are as follows:

Medical	
Employee Only	\$248.86
Employee plus one	\$509.52
Employee plus two or more	\$749.21

Dental, Vision, Disability, and Life	
Employee Only	\$30.22
Employee plus one	\$43.27

Employee plus two or more	\$62.50
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Effective December 27, 2021 (PP1) the pay period allowances are as follows:

Medical	
Employee Only	\$245.81
Employee plus one	\$503.43
Employee plus two or more	\$740.07

Dental, Vision, Disability, and Life	
Employee Only	\$31.35
Employee plus one	\$44.96
Employee plus two or more	\$65.03

Future health and welfare plan costs increases and decreases 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.

Any decrease 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 55% of the decrease credited to the City's contribution and 45% of the decrease credited to the employee's contribution. The City's portion shall reflect a decrease in the Cafeteria Per Pay Period.

"Core" is defined as the basic offerings in the Cafeteria Plan listed in 7.01.

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 pretax 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 Association in avoiding escalation of insurance premium expenses, no employee shall receive cash back for having waived required coverage under section 7.01, except that a unit member who is married and whose spouse or registered domestic partner 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 7.04. 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 and their spouse or registered domestic partner. The spouse or registered domestic partner of an eligible retiree may remain on the plan until the retiree is deceased. The spouse or registered domestic partner and retiree shall be responsible for payment of the premium for coverage of spouse or registered domestic partner. 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 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.
- B. City Contribution.
1. For those eligible retirees in retirement status on or prior to December 31, 2004, the City agrees to contribute the amount necessary to provide a comparable hospital/medical plan for each eligible retiree.
 2. For unit members employed by the City as of December 31, 2004 who retire on or after January 1, 2005, the City agrees to contribute the monthly premium for each eligible retiree capped at the following amounts: \$310.03 monthly for Retirees over 65, and \$522.01 monthly for Retirees under 65. The Retiree shall pay any amount over the capped premium.
 3. Unit members hired on or after January 1, 2005 may enroll in the City's retiree health/medical plan(s) when they retire. The premiums shall be the responsibility of the retired employees.
- C. City's Retiree Health/Medical Plan(s) Secondary to other Coverage at Age 65. If an employee retires on or after January 1, 1999, and enrolls in the City's retiree health/medical plan(s) as provided in this Section, said retired employee and his/her spouse or registered domestic partner 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 or registered domestic partner.

D. Dental and Vision Coverage for Employees who Retire on or after August 2, 1998.

An eligible employee who retires after August 1, 1998, and his/her spouse or registered domestic partner 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. If a retired employee discontinues coverage, the City may allow the retiree to reenroll during open enrollment. The City's dental and vision plans will no longer be available to a retired employee's eligible spouse or registered domestic partner and/or dependents upon the death of the retired employee.

**ARTICLE VIII
UNIFORMS AND PROTECTIVE CLOTHING**

SECTION 8.01. UNIFORMS. City agrees to provide uniforms for employees who are required as a condition of employment to wear uniforms.

SECTION 8.02. PROTECTIVE CLOTHING.

- A. City agrees to furnish protective clothing to employees when they must wear such clothing due to chemicals or equipment used in their work.
- B. City agrees to provide each employee in the unit a boot allowance of ~~\$200.00~~ \$350.00 per fiscal year. Employee may purchase approved boots from a vendor of their choice and submit a request for reimbursement or obtain boots from a City approved vendor at a scheduled onsite visit. On-site vendor shall visit no less than twice per year as directed by the Department Head. Upon reimbursement by City after purchase, or receipt of boots from onsite vendor, the employee shall be required to wear such boots when performing his/her duties with the City. The boot allowance may be used for the repair and upkeep of existing boots and for boot accessories.
- C. City agrees to furnish safety prescription eyewear for unit members who are required to wear prescription glasses and safety goggles during the performance of their normal assigned tasks. Safety eyewear under this Section shall require prior approval by the department head or designee.

SECTION 8.03. SAFETY JACKETS. City agrees to provide safety jackets for all unit employees, which clothing is required by the nature of their work. City agrees to replace safety jackets on as needed basis based on safety requirements as determined by Safety Officer.

SECTION 8.04. FLEET WORKER BASIC HAND TOOLS.

- A. Employees in the unit hired as a mechanic or worker in the fleet division or as directed by the department head will be required to provide their own basic hand tools (as listed in Appendix B). Upon hire into the Fleet division, the employee will create a tool inventory to submit to the supervisor for verification and retention. Annually this tool inventory will be reviewed and verified by the supervisor and employee. It is the

employee's responsibility to report any additional, new or replaced tools to the supervisor. The City will provide all tools other than those listed in Appendix B. Such tools will remain the property of the City.

B. In consideration for employees providing tools listed in Appendix B, and to reimburse employees for replacement and usage of tools, the City shall provide an annual tool maintenance amount of ~~\$300~~\$600, payable the pay period that incorporates July 1. This amount is payable retrospectively, not prospectively, and will be pro-rated based on the number of pay periods employee worked in a classification required to provide their own basic hand tools. If an employee has worked less than a full year in an eligible classification, the allowance will be pro-rated to account for any period of time during which the employee is not employed in the classification or is on a leave of absence without pay. Alternatively, if the employee's employment with the City ends prior to July 1, he or she shall not be eligible to receive a pro-rated allowance with his or her final paycheck.

C. If a mechanic or Equipment Service Worker's basic hand tools and/or basic hand tool storage unit (see Appendix B) are lost to burglary or fire on City property, the employee may submit a claim to the City for replacement of the property or the replacement cost of the property.

ARTICLE IX

SENIORITY; LAYOFF; AND RE-EMPLOYMENT

SECTION 9.01. SENIORITY DEFINED. Seniority is measured from the date of hire to a full-time or part-time permanent position and is defined as an employee's length of continuous service in a classification with the City. Seniority shall apply only to layoff or re-employment.

SECTION 9.02. PROBATION. All original appointments shall be for a probationary period of twelve (12) months. During the probationary period the employee may be rejected at any time without right of appeal or hearing before the Personnel Board. The Association may represent probationary employees for the purposes of meeting and conferring in respect to wages, hours, and other terms and conditions of employment. The association shall not, however, represent probationary employees with respect to demotion, discipline, and/or discharge matters.

All promotional appointments shall be for a probationary period of six (6) months with the option to extend up to six (6) months by department head. An employee who is rejected during their promotional probationary period shall be reinstated to the position from which they were promoted. If an employee is dismissed from their employment with the City in addition to being rejected during their promotional probationary period, they shall have the right to a hearing before the Personnel Board.

SECTION 9.03. 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.

SECTION 9.04. LAYOFF AND RE-EMPLOYMENT.

- A. In lieu of being laid off, an employee may elect demotion ("bumping") to:
1. Any class in the same class series with a lower maximum salary;
 2. 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.
- B. In order to bump to a new classification, the employee must have more seniority than the employee that will be displaced.
- C. The employee bumping to a new classification must have held that classification at some time in his/her career in the City of Merced.
- D. Seniority is determined by the total continuous service in the City. The following provisions apply in computing total continuous service:
1. Time spent on military leave shall count as service in the event the leave was taken subsequent to employment;
 2. Time worked in regular and/or probationary status shall count as service;
 3. Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status, shall not count as service.
- E. To be considered for demotion in lieu of layoff, an employee must notify the Deputy City Manager or their designee (Personnel Manager) within seven (7) calendar days of receipt of the notice of layoff.
- F. 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.
- G. Employees bumping to a lower or similar class shall be placed at the salary step representing the least loss of pay, without exceeding the employee's current rate of pay.
- H. 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.
- I. 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.

J. 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) work days to the offer of re-employment shall be considered a refusal.

K. 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.

L. 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.

SECTION 9.05. LOSS OF SENIORITY. Employees and persons laid off from employment shall lose their seniority for any one of the following reasons: dismissal, resignation, failure to return to work if called from layoff, failure to return to work at the expiration of a formal leave of absence, retirement, or layoff for a continuous period of one (1) year or longer.

SECTION 9.06. SENIORITY LIST. The Deputy City Manager or their designee (Personnel Manager) shall prepare a list of persons in each classification in the unit with his/her date of hire.

SECTION 9.07. TRAINING PROGRAMS. The Association 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 X

WAGES

SECTION 10.01. PAY PLAN. Wages are listed in Appendix A which is hereby incorporated in and made a part of this Memorandum of Understanding. All classifications shall receive a 3% wage increase effective June 24, 2024; . Effective the first full pay period following July 1, 2025, a 4% increase effective June 23, 2025 and a . Effective the first full pay period following July 1, 2026, 4% wage increase effective June 22, 2026. 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%.

~~All bargaining unit members shall receive a one time \$500.00 lump sum payment if employed on the date of the payment. Eligible bargaining unit members shall receive the payment in the first full pay period following ratification of a successor MOU that is effective January 1, 2021, through December 31, 2023. Bargaining unit members will have the option of deferring all or a portion of the payment to the City's Deferred Compensation~~

~~457 Plan:~~

~~Wages shall be increased by 4% (3% base wage and 1% ARPA funded) effective the first full pay period of July 2021. Incumbents in the classifications of Lead Zookeeper and Maintenance electrician shall receive an additional equity increase of 2%, for a total of 6%, effective the first full pay period of July 2021.~~

~~Wages shall be increased by 4% (3% base wage and 1% ARPA funded) effective the first full pay period of July 2022. Also, incumbents in the classifications of Lead Zookeeper and Maintenance Electrician shall receive an additional equity increase of 2%, for a total of 6%, effective the first full pay period of July 2022.~~

~~Wages shall be increased by 4% (3% base wage and 1% ARPA funded) effective the first full pay period of July 2023.~~

SECTION 10.02. SHIFT DIFFERENTIAL PAY. City agrees to pay a shift differential of one dollar (\$1.00) per hour for all employees required to work swing or graveyard shifts.

Shift differential pay shall only be earned if the employee starts and ends their shift during the shift differential period (5:00 p.m. to 8:00 a.m.). In those cases where an employee starts or ends in a period other than the shift differential period and the employee worked at least fifty percent (50%) of their regular hours during the shift differential period, they shall earn shift differential pay for only those hours actually worked in the shift differential period.

Employees earning overtime pay from a regular shift which overlaps into the shift differential period do not earn additional shift differential pay during that period.

Shift differential pay will apply to all regular hour pay types, including workers compensation, CTO, sick leave, and vacation leave used.

SECTION 10.03 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 bi-weekly rates in addition to the employee's rate of pay:

Verbal Skills Only	\$23.08
Written Skills Only	\$34.62
Verbal and Written Skills	\$46.15

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. The City will remove the current hard cap of 10 employees for bilingual pay, however the City Manager retains the ability to deny requests for bilingual pay based on operational need and cost.

SECTION 10.04. APPLICABLE PAY FOR WORKING IN A HIGHER CLASSIFICATION. On occasion, an employee may be required to work in a higher classification. In such cases, the salary of the employee will be adjusted to compensate for the higher level of duties.

An employee who is assigned to and performs the duties of a higher classification as set forth in this section shall be entitled to receive the first step in the pay range for the assigned position. If the salary at such step is less than or equal to the employee's present salary, such employee may receive the salary at the next step in the pay range of the acting position which is immediately above his/her present salary.

In order to receive adjusted compensation for working in a higher classification, the employee must: (1) be certified by the Personnel Manager as to possessing the qualifications and requirements to perform the duties of the higher classification, (2) be able to perform all the duties and responsibilities of the position.

The City Manager or his designee must approve in writing an employee working in a higher classification.

SECTION 10.05. LONGEVITY PAY

City employees who have worked for the City (consecutive years of service), shall receive longevity pay as follows:

- 10 years of consecutive service, 1% wage increase
- 15 years of consecutive service, 1% wage increase (total of 2%)
- 20 years of consecutive service, 1% wage increase (total of 3%)
- 25 years of consecutive service, 1% wage increase (total of 4%)

SECTION 10.06. COMPACTION PAY

In addition to the general wage increases contained above, the City agrees to provide the following compaction adjustments:

- Classification of Lead Public Works Trees, total of 5% as follows:
 - Pay Period following ratification and council approval, 2% wage increase
 - Pay Period following July 1, 2025, 2% wage increase
 - Pay Period following July 1, 2026, 1% wage increase
- Classification of Lead Refuse Equipment Operator, total of 4% as follows:
 - Pay Period following ratification and council approval, 2% wage increase
 - Pay Period following July 1, 2025, 1% wage increase
 - Pay Period following July 1, 2026, 1% wage increase
- Classification of Lead Sewers / Storm Drains, total of 15% as follows:

Pay Period following ratification and council approval, 5% wage increase
Pay Period following July 1, 2025, 5% wage increase
Pay Period following July 1, 2026, 5% wage increase

- Classification of Lead Public Works Water, total of 7% as follows:
Pay Period following ratification and council approval, 3% wage increase
Pay Period following July 1, 2025, 2% wage increase
Pay Period following July 1, 2026, 2% wage increase
- Classification of Lead Public Works Streets, total of 6% as follows:
Pay Period following ratification and council approval, 2% wage increase
Pay Period following July 1, 2025, 2% wage increase
Pay Period following July 1, 2026, 2% wage increase

ARTICLE XI

DRIVER'S LICENSE/PLANT OPERATOR CERTIFICATION/ PHYSICAL EXAMINATION

SECTION 11.01. GENERAL. In those instances where the City requires, as a condition of employment, an employee to have a particular driver's license or a special certificate, the Association agrees that it is the responsibility of the employee to pay all costs in obtaining the first license and/or certificate at each level.

SECTION 11.02. CLASS A AND CLASS B DRIVER'S LICENSE. In those instances where the City requires, as a condition of continuing employment, an employee to renew or maintain a driver's license for which the law requires a medical examination, City agrees to make such medical examination available to the employee without cost to the employee. The City agrees to pay for special certificates and endorsements that are required by the City.

SECTION 11.03. PLANT OPERATOR CERTIFICATION. In those instances where the City requires, as a condition of employment in the appointed class, an employee to renew State certification as a Water Treatment Operator, Water Distribution Operator, Collections System Maintenance Worker or a Wastewater Treatment Plant Operator, as required by the State of California. The City agrees to pay the amount of the fee for renewal of the certification if renewal is submitted no later than one month prior to due date. City agrees to reimburse employees for amount of fee for renewals submitted after deadline.

SECTION 11.04. PHYSICAL EXAMINATION. In those instances where the City requires, as a condition of continuing employment, an employee to successfully pass a medical examination, the City agrees to provide such examination without cost to the employee. The physician shall be selected by the City.

The employee may choose to obtain an additional medical examination from his/her personally selected physician or from any source other than that provided by the City. The cost of such medical examination shall be borne by the employee.

If the results of such medical examinations are in conflict, the City shall provide a medical examination without cost to the employee. The City shall select a physician of its choice, other than the prior selected physician or a physician in that same medical group practice, and shall act on the results of the medical examinations most in agreement.

SECTION 11.05. CONTINUING EDUCATION UNITS AND CONTACT HOUR CLASSES. City shall provide for or pay for continuing education units and contact hour classes required for maintenance of licenses and certificates necessary to the job as specified in the job description or as required by State and Federal law, with class time and location subject to approval of City.

SECTION 11.06. PROFESSIONAL ORGANIZATION MEMBERSHIP DUES. City shall provide pay for individual professional organization membership dues in an amount up to \$250.00 per membership per year in the areas of the Parks and Streets Divisions for organizations which are directly related to job duties and which provide only individual memberships in which the City cannot obtain an organizational membership.

ARTICLE XII

RETIREMENT

SECTION 12.01. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS). The City shall maintain the 2.5% at age 55 California Public Employees' Retirement System (CalPERS) Retirement Program for current Association members. The City will implement a two-tiered retirement system, and all new Association 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.

Participation in the PERS Retirement Program requires both an employer and employee contribution. Association members shall pay the entire employee contribution required by PERS. The employees' payment of 1.95% of the employer contribution shall be eliminated effective December 22, 2014.

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

ARTICLE XIII

GRIEVANCE PROCEDURE

SECTION 13.01. 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 of Understanding which adversely affects the grievant.

Grievant: An employee or the Association who is filing a grievance. An 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 13.02. 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.

SECTION 13.03. PROCEDURE. The City and the Association 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 13.04. STEP ONE. The aggrieved employee shall discuss the matter with the employee's immediate supervisor.

SECTION 13.05. 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 13.06. 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 13.07. STEP FOUR. The answer from the department head shall be final unless the grievance is appealed in writing to the Deputy City Manager or their designee or his/her designee within ten (10) workdays from the date of the department head's written answer in Step Two. The Deputy City Manager or their designee or designee shall discuss the grievance with the grievant or the Association representative at a time mutually agreeable to both parties. Within ten (10) workdays after the close of discussion, the Deputy City Manager or their designee or designee shall give his/her written answer.

SECTION 13.08. STEP FIVE. The answer from the Deputy City Manager or their designee 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 Deputy City Manager or their designee 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 13.09. 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 Association 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 13.10. EXTENSION OF TIME LIMITS. Extensions of days to answer or move a grievance may be extended by mutual written agreement.

SECTION 13.11. 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.

ARTICLE XIV **MANAGEMENT RIGHTS**

SECTION 14.01. 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.

Reorganizations and reallocation of work of the City.

This agreement is not intended, 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.

ARTICLE XV
NO STRIKE

SECTION 15.01. NO STRIKE. Association agrees that during the term of this Memorandum of Understanding, neither it nor its officers, employees, or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass absenteeism, picketing, sympathy strikes, sickouts or any other similar actions which would involve suspension of or interference with the normal work of the City. Any employee who violates this provision may be subject to disciplinary action, up to and including discharge.

In the event that any concerted action as described above occurs, Association will notify the members that such activity is in violation of this Memorandum of Understanding and Association will notify the members that such concerted action shall cease and the members shall return to work.

Association shall take whatever legal actions are necessary to see that its members return to work. Failure to do so may result in sanctions taken by the City against the Association.

ARTICLE XVI
SCOPE OF UNDERSTANDING

SECTION 16.01. SCOPE OF UNDERSTANDING. For the term of this agreement, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties regarding the provisions contained in this MOU; provided, however, that nothing shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

ARTICLE XVII
SEPARABILITY

SECTION 17.01. SEPARABILITY. In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, such nullification shall not affect any other provisions of this Memorandum, all of which provisions shall remain in full force and effect and the parties agree to meet and confer in an attempt to agree upon a replacement of such provision.

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, 2021, and shall remain in full force and effect through December 31, 2023.

ARTICLE XIX
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PERSONNEL RULES AND REGULATIONS

SECTION 19.01. PERSONNEL RULES AND REGULATIONS. The City and the Association have met and conferred on the March 1989 Personnel Rules and Regulations and exceptions to those Rules and Regulations are contained in this Memorandum of Understanding, as well as the deletion of Paragraph "Y" of Section 20.02.

SECTION 19.02. RECRUITMENT. All job openings covered by this Memorandum of Understanding shall be posted in all departments and open for bid to qualified individuals, with the City being the sole judge of qualifications.

SECTION 19.03. REVISIONS TO PERSONNEL RULES AND REGULATIONS. The City and the Association agree to meet and confer during the term of this MOU if the City proposes changes to the March 1989 Personnel Rules and Regulations.

SECTION 19.04. PERSONNEL FILES

Consistent with Labor Code Section 1198.5, current and former employee has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

ARTICLE XX

AMERICANS WITH DISABILITIES ACT (ADA)

SECTION 20.01. REASONABLE ACCOMMODATIONS. The City and the Association 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 Labor Memorandum, the Association 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 memorandum.

City and Association agree that the provisions of this Memorandum of Understanding may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work, or other terms and privileges of employment. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

ARTICLE XXI

SMOKING AND TOBACCO PRODUCT USE

SECTION 21.01. 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, 2006 (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, 2005 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.

ARTICLE XXII LABOR MANAGEMENT COMMITTEE

A. Department/division Level Labor-Management Committees (LMCs)

The City and MACE may establish LMCs at the department and/or division level.

1. Purpose and scope - The purpose of LMCs shall be limited to sharing information and discussing workplace issues. LMC participants are not authorized to engage in collective bargaining. LMC participants shall not discuss specific individual employee discipline issues and grievances filed under this MOU.
2. Participants - Each party shall select its participants. The City shall provide paid release time for no more than three (3) bargaining unit members per LMC meeting.
3. Scheduling of meetings - The parties shall mutually determine the frequency and length of LMC meetings. Neither party will unreasonably deny a request to meet.
4. Conduct during meetings - Participants shall conduct themselves in a professional manner and treat other participants with respect and dignity.

B. City Level Labor-Management Committee

The City and MACE may establish an LMC at the City level.

1. Purpose and scope - The purpose of the LMC shall be limited to sharing information and discussing workplace issues that involve more than one department or division. LMC participants are not authorized to engage in collective bargaining. LMC participants shall not discuss specific individual employee discipline issues and grievances filed under this MOU.

2. Participants - Each party shall select its participants. The City shall provide paid release time for seven (7) bargaining unit members.
3. Scheduling of meetings - The parties shall mutually determine the frequency and length of LMC meetings. Neither party will unreasonably deny a request to meet.
4. Conduct during meetings - Participants shall conduct themselves in a professional manner and treat other participants with respect and dignity.

ARTICLE XXIII **WEINGARTEN RIGHTS**

An employee may be represented by the union at an investigatory interview with his or her supervisor when the employee reasonably believes that the interview may be lead to a disciplinary action.

The employee must make a clear request for union representation before or during the interview.
The employee cannot be punished for making this request.

After the employee makes the request, the employer must:

- A. Inform the employee that the meeting is **NOT** an investigatory meeting, in which the employee's answers could lead to discipline; or
- B. Grant the request and delay questioning until the union representative has a chance to consult privately with the employee. However, an investigation shall not be unreasonably denied due to this request; or
- C. Deny the request and end the interview immediately; or
- D. Give the employee a choice of: 1. Having the interview without representation or 2. Ending the interview.

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APPENDIX B

BASIC HAND TOOLS LIST			
Qty	Class	Description	Dimension
1	Storage	An appropriate size and securable tool box	
1	Standard 1/4	Ratchet	1/4
1	Standard 1/4	Extension	1/4 X 2
1	Standard 1/4	Extension	1/4 X 6
1	Standard 1/4	Socket set shallow	1/4 X 3/16-9/16
1	Standard 1/4	Socket set deep	1/4 X 3/16-9/16
1	Metric 1/4	Socket set shallow	1/4 x 4mm-15mm
1	Metric 1/4	Socket set deep	1/4 x 4mm-15mm
1	Standard 1/4	Socket set universal	1/4 X 3/16-9/16
1	Standard 3/8	Socket set shallow	3/8 X 1/4 X 7/8
1	Standard 3/8	Socket set deep	3/8 X 1/4 X 7/8
1	Standard 3/8	Socket spark plug	3/8 X 13/16
1	Standard 3/8	Socket spark plug	3/8 X 5/8
1	Metric 3/8	Socket set shallow	3/8 x 8mm-19mm
1	Metric 3/8	Socket set deep	3/8 x 8mm-19mm
1	Standard 3/8	Socket set universal	3/8 X 7/16-3/4
1	Standard 3/8	Ratchet	3/8
1	Standard 3/8	Extension	3/8 X 1 1/2
1	Standard 3/8	Extension	3/8 X 6
1	Standard 3/8	Extension	3/8 X 11
1	Standard 3/8	Joint universal	3/8
1	Standard 3/8	Socket torx	3/8 x E8-E16

1	Standard 3/8	Socket allen wrench	3/8 X 1/8-3/8
1	Metric 3/8	Socket allen driver	3/8 x 4mm- 14- mm
1	Standard 3/8	Socket torx driver	3/8 x T27-T55
1	Standard 3/8	Socket set impact shallow	3/8 X 3/8-3/4
1	Standard 3/8	Socket set impact deep	3/8 X 3/8-3/4
1	Metric 3/8	Socket set impact shallow	3/8 x 8mm-24mm
1	Metric 3/8	Docket set impact deep	3/8 x 8mm-24mm
1	Standard 3/8	Joint impact universal	3/8
1	Standard 3/8	Adaptor	3/8 X 1/2
1	Standard 1/2	Adaptor	1/2 X 3/8
1	Standard 1/2	Adaptor	1/2 X 3/4
1	Standard 3/4	Adaptor	3/4 X 1/2
1	Standard 1/2	Breaker Bar	1/2
1	Standard 1/2	Extension	1/2 X 2
1	Standard 1/2	Extension	1/2 X 5
1	Standard 1/2	Extension	1/2 X 11
1	Standard 1/2	Joint universal	1/2
1	Standard 1/2	Socket set shallow	1/2 X 7/16 -1 1/4
1	Standard 1/2	Socket set deep	1/2 X 7/16 -1 1/4
1	Metric 1/2	Socket set shallow	1/2 x 12mm- 27mm
1	Metric 1/2	Socket set deep	1/2 x 12mm- 27mm
1	Standard 1/2	Socket set impact shallow	1/2 X 7/16-1 1/4
1	Standar d 1/2	Socket set impact deep	1/2 X 7/16-1 1/4

1	Metric 1/2	Socket set impact shallow	1/2 x 12mm-27mm
1	Metric 1/2	Socket set impact deep	1/2 x 12mm-27mm

1	Standard	Wrench combination set	1/4 - 1 1/2
1	Metric	Wrench combination set	7mm-27mm
1	Standard	Wrench flair nut	1/4 - 3/4
1	Metric	Wrench flair nut	9mm -18mm
1	Standard	Wrench allen	1/8 - 1/2
1	Metric	Wrench allen	6mm -12mm
1	Standard	Wrench adjustable	10in
1	Standard	Wrench adjustable	6 in
1	Standard	Wrench pipe	2 in capacity
1	Standard	Screwdriver flat	1/8 X 6
1	Standard	Screwdriver flat	3/16 X 6
1	Standard	Screwdriver flat	3/16 X 10
1	Standard	Screwdriver flat	1/4 X 10
1	Standard	Screwdriver flat	1/4 X 12
1	Standard	Screwdriver phillips	#0
1	Standard	Screwdriver phillips	#1
1	Standard	Screwdriver phillips	#2
1	Standard	Screwdriver phillips	#3
1	Standard	Screwdriver phillips	#4
1	Standard	Screwdriver pozidrive	#1
1	Standard	Screwdriver pozidrive	#2
1	Standard	Screwdriver pozidrive	#3
1	Standard	Screwdriver torx set	T6 - T30
1	Standard	Driver nut	1/4 - 1/2
1	Metric	Driver nut	6mm -12 mm
1	Standard	Pliers slip joint 2 position	Sin
1	Standard	Pliers slip joint 5 position	12in
1	Standard	Pliers needle nose	6 in
1	Standard	Cutters diagonal	6in
1	Standard	Pliers locking	7 in
1	Standard	Pliers retaining ring	small
1	Standard	Pliers retaining ring	medium
1	Standard	Pliers retaining ring	large
1	Standard	Pliers wire stripper	
1	Standard	Pliers wire crimper	
1	Standard	Pry bar	small
1	Standard	Pry bar	large
1	Standard	Torque wrench	1/2 in
1	Standard	Hammer ball peen	24 oz
1	Standard	Hammer ball peen	48 oz
1	Standard	Hammer bronze	24 oz

1	Standard	Punch pin set	small
1	Standard	Punch pin set	medium
1	Standard	Punch pin set	large
1	Standard	Punch center set	small
1	Standard	Punch center set	large
1	Standard	Chisel flat set	small
1	Standard	Chisel flat set	large
1	Standard	Gasket scraper	
1	Standard	Utility knife	
1	Standard	Magnetic pick up tool	Telescoping
1	Standard	Tape measure	12 ft
1	Standard	Gauge feeler set	.002 - .035
1	Metric	Gauge feeler set	.05mm -1mm
1	Standard	Spark plug gap tool	
1	Standard	Caliper vernier type	0 - 6 in
1	Standard	Volt ohm meter digital	
1	Standard	Circuit tester	12 volt
1	Standard	Spring coupling disconnect set	
1	Standard	Oil filter wrench	
1	Standard	Wrench ignition set	
1	Standard	Seal puller	
1	Standard	Tire pressure gauge	
1	Standard	Wrench brake bleeder	1/4
1	Standard	Wrench brake bleeder	1/3
1	Standard	Wrench brake bleeder	3/8
1	Standard	Hack saw	