## SIDE LETTER TO THE 2012-2013 MOU BETWEEN THE CITY OF MERCED AND INTERNATIONAL FIRE FIGHTERS ASSOCIATION LOCAL #1479

In exchange for the International Fire Fighters Association Local #1479 (Association) withdrawal of two pending grievances (initiated on or about August 18, 2012), the City of Merced (City) and the Association agree to modify the current 2012-2013 Memorandum of Understanding (MOU) via this Side Letter. The Side Letter revises Section 4.02 Overtime C, D, and E of the MOU and shall be in effect during the term of the MOU and will thereafter become part of the MOU unless otherwise agreed to or unilaterally implemented.

## SECTION 4.02. OVERTIME.

- A. Overtime is defined, paid, and calculated pursuant to the Fair Labor Standards Act (FLSA), as actual hours worked in excess of the established number of hours in a regular shift schedule and which is paid at time and one-half.
- B. For the purpose of computing the number of hours worked, only actual hours worked shall be considered as time worked by the employee effective June 25, 2012 (PP 14). Straight time is computed up until fifty-three (53) hours in compliance with the Fair Labor Standards Act.
- C. Emergency Recall hours shall be paid at time and one-half effective June 25, 2012 (PP 14). These hours may be used to offset any overtime required under the FLSA.
- D. Employees who are deployed on mutual aid reimbursable incidents shall be paid at time and one-half for all hours worked outside of the employees regularly scheduled shift. Employees who backfill for those who are deployed on mutual aid reimbursable incidents, whether voluntarily hired or mandatorily hired, 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.
- E. Overtime earned under 4.02 C and D shall be paid on the payday for the pay period when earned.
- 4.02 D revisions shall be retroactive back to June 25, 2012. Any retroactive half-time paid out as part of this settlement shall be paid no later than March 2013 and shall be included as taxable income for 2013.

Employees who are voluntarily hired or mandatorily hired to cover vacancies created by leave shall be compensated for actual hours worked as per Sections 4.02 A and B.

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This Side Letter reflecting a settlement agreement and resolution of the pending grievances is not an admission of liability by either party and is not precedent setting for future grievances.

FOR THE ASSOCIATION:	FOR THE CITY:
(Adl)	Jan M. Bramble
CHAD ENGLERT, PRESIDENT	JOHN M. BRAMBLE,
A Comment of the Comm	CITY MANAGER
Still Out	apricta
JEREMY FRANKLIN,	DENÉEN L. PROCTOR
REPRESENTATIVE	DIRECTOR OF SUPPORT SERVICES
121)	SERVICES
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RICHARD RAMIREZ	SHELLINE K. BENNETT
RICHARD RAMIREZ REPRESENTATIVE	CITY NEGOTIATOR
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MATTHEW VAN HAGAN	CITY NEGOTIATOR
REPRESENTATIVE	1-70-7013
MATTHEW VAN HAGAN	1-70-7013
MATTHEW VAN HAGAN REPRESENTATIVE DAVID TOPAZ	1-70-7013
MATTHEW VAN HAGAN REPRESENTATIVE	1-70-7013

ASSOCIATION COUNSEL