MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE CITY OF MERCED

AND

AFSCME DISTRICT COUNCIL 57 LOCAL 2703
(MERCED CITY EMPLOYEES ASSOCIATION)

****

JANUARY 1, 2015
THROUGH
DECEMBER 31, 2017

TABLE OF CONTENTS

Article I – Intent and Purpose..... 3

Article II – Recognition and Non-discrimination..... 3

Article III – Dues Deduction 4

Article IV – Maintenance of Membership 5

Article V – Authorized Representatives 6

Article VI – Hours and Working Conditions 7

Article VII – Wages 12

Article VIII – Vacation and Sick Leave 13

Article IX – Health and Welfare..... 15

Article X – Leaves of Absence 18

Article XI – Uniforms 19

Article XII – Grievance Procedure 20

Article XIII – Management Rights 22

Article XIV – Layoff 22

Article XV – No Strike – Union Responsibilities 24

Article XVI – Waiver and Entire Agreement 24

Article XVII – Separability 25

Article XVIII – Term of Agreement 25

Article XIX – Personnel Rules and Regulations 25

Article XX – Miscellaneous 25

Wage Attachments 28

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this, 15th day of December, 2014 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. The City and the Union agree that there will be no discrimination or harassment against any employees because of race, creed, religion, color, sex, marital status, national origin, age, handicap, or Union affiliation contrary to the provisions of federal and state law. Neither party shall discriminate against any employee in the exercise of their rights.

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 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 contribution 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 shall be considered as time worked by the employee. Sick leave, family sick leave, vacation, and Compensatory Time Off (CTO) shall not 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 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 work day 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 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 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 1st day of January
Martin Luther King Jr. Day	The 3rd Monday of January
Washington's Birthday	The 3rd Monday of February
Memorial Day	The last Monday in May
Independence Day	The 4th day of July
Labor Day	The first Monday in September
Veterans Day	The 11th day of November
Thanksgiving Day	The 4th Thursday in November
Day After Thanksgiving	The day after the 4th Thursday in November
Christmas Day	The 25th 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.

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 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 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 8.03. SICK LEAVE ACCRUAL. All eligible employees earn sick leave benefits service as follows:

Full-time regular employees earn sick leave benefits 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 hours.

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

SECTION 8.04. 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 sick leave used by a probationary employee 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 8.05. SICK LEAVE USE. Sick leave used by an employee shall be charged against the sick leave accrued on an hour-for-hour basis.

SECTION 8.06. 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 8.07. SICK LEAVE FOR IMMEDIATE FAMILY CARE. An employee with accumulated sick leave may be granted sick leave to attend to an illness of a child, parent, spouse, sibling, or domestic partner of the employee. As used in this section, child means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of domestic partner. Parent means a biological, foster, or adoptive parent, a stepparent, or a legal guardian. Sibling means a sister or brother. Granting of sick leave shall be at the discretion of the department head.

SECTION 8.08. 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 8.09. 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 8.10. SICK LEAVE UPON SEPARATION FROM CITY SERVICE. 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 22, 2014 (PP1) the per pay period allowances are as follows:

Medical	
Employee only	$210.61
Employee plus one	$431.41
Employee plus two or more	$633.95

Dental, Vision, Disability and Life	
Employee only	$31.70
Employee plus one	$45.89
Employee plus two or more	$66.69

Future health and welfare plan costs over the current cost (if any) will be shared by both the City and the employee.

In Year Two any increase in the sum of core premiums necessary to purchase the above listed coverages will be shared as follows: The City shall be responsible for the initial 5% of the increase. Any additional increase over 5% will be shared equally (50/50) between the City and the employee. (For example, if the sum of the core premiums increases 10%, than the City would be responsible for 7.5% and the employee would be responsible for 2.5%)

In Year Three 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.

"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, as amended effective January 1, 1999 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.

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 City shall continue to exercise authority over classification of jobs and the procedures and standards of selection for employment and promotion except as required by the Meyers-Milias-Brown Act.

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, 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.

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 on any and all matters subject to meeting and conferring. Neither party, during the term of this MOU, shall demand any change therein nor shall either party be required to meet and confer with respect to any matter, 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, 2015, and shall remain in full force and effect through December 31, 2017.

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. AMERICANS WITH DISABILITIES ACT. The City and the Union recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodations in the workplace because of a disability. If by reason of the aforesaid requirement, the City

contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA 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.

DATED: December 17, 2014

FOR THE UNION:

DEBBIE MACIAS
AFSCME BUSINESS AGENT

TRACY STAIGER
PRESIDENT

JAMIE CRUZ
REPRESENTATIVE

ALMA ESPINO
REPRESENTATIVE

PATTY PUTMAN
REPRESENTATIVE

MICHELLE REID
REPRESENTATIVE

DATED: 1/1/15

FOR THE CITY:

JOHN M. BRAMBLE
CITY MANAGER

DENEEN PROCTOR
DIRECTOR OF SUPPORT SERVICES

SHELLINE BENNETT
CITY NEGOTIATOR

AFSCME WAGE SUMMARY
Effective PP14 - 6/22/15

Class	Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1003	263	ACCOUNT CLERK I	$ 2,483	$ 2,607	$ 2,738	$ 2,874	$ 3,018
1004	289	ACCOUNT CLERK II	$ 2,738	$ 2,874	$ 3,018	$ 3,169	$ 3,328
1005	309	ACCOUNT CLERK III	$ 3,018	$ 3,169	$ 3,328	$ 3,494	$ 3,669
1020	368	ACCOUNTANT I	$ 4,045	$ 4,247	$ 4,459	$ 4,682	$ 4,916
1021	388	ACCOUNTANT II	$ 4,682	$ 4,916	$ 5,162	$ 5,420	$ 5,691
1030	339	ACCOUNTING TECHNICIAN	$ 3,494	$ 3,669	$ 3,852	$ 4,045	$ 4,247
1180	400	ASSISTANT ARCHITECT	$ 4,239	$ 4,451	$ 4,673	$ 4,907	$ 5,152
1215	406	ASSISTANT ENGINEER	$ 5,311	$ 5,576	$ 5,855	$ 6,148	$ 6,455
1250	364	ASSISTANT PLANNER	$ 3,669	$ 3,853	$ 4,045	$ 4,248	$ 4,460
1610	378	BUILDING INSPECTOR I	$ 3,987	$ 4,186	$ 4,395	$ 4,615	$ 4,846
1611	398	BUILDING INSPECTOR II	$ 4,395	$ 4,615	$ 4,846	$ 5,088	$ 5,343
1612	418	BUILDING INSPECTOR III	$ 4,846	$ 5,088	$ 5,343	$ 5,610	$ 5,890
1955	247	CLERK TYPIST I	$ 2,300	$ 2,415	$ 2,536	$ 2,663	$ 2,796
2010	308	COMPUTER OPERATOR	$ 2,610	$ 2,741	$ 2,878	$ 3,022	$ 3,173
2734	700	DEPUTY CITY CLERK	$ 3,153	$ 3,311	$ 3,476	$ 3,650	$ 3,833
2750	324	DEVELOPMENT SERVICES TECHNICIAN I	$ 2,776	$ 2,915	$ 3,060	$ 3,214	$ 3,374
2751	345	DEVELOPMENT SERVICES TECHNICIAN II	$ 3,227	$ 3,388	$ 3,557	$ 3,735	$ 3,922
4350	342	ENGINEERING TECHNICIAN I	$ 3,260	$ 3,423	$ 3,594	$ 3,774	$ 3,963
4351	362	ENGINEERING TECHNICIAN II	$ 3,594	$ 3,774	$ 3,963	$ 4,161	$ 4,369
4352	382	ENGINEERING TECHNICIAN III	$ 3,963	$ 4,161	$ 4,369	$ 4,588	$ 4,817
4353	402	ENGINEERING TECHNICIAN IV	$ 4,817	$ 5,058	$ 5,311	$ 5,576	$ 5,855
4623	416	FIRE INSPECTOR I	$ 4,260	$ 4,473	$ 4,696	$ 4,931	$ 5,178
4624	420	FIRE INSPECTOR II	$ 4,696	$ 4,931	$ 5,178	$ 5,437	$ 5,709
4625	396	FIRE INSPECTOR TRAINEE	$ 3,865	$ 4,058	$ 4,261	$ 4,474	$ 4,698
4726	381	GIS DATA SYSTEMS TECHNICIAN	$ 3,571	$ 3,749	$ 3,937	$ 4,134	$ 4,340
4777	358	HOUSING FINANCE SPECIALIST	$ 4,271	$ 4,485	$ 4,709	$ 4,944	$ 5,192
4789	348	HOUSING REHABILITATION SPECIALIST I	$ 3,874	$ 4,068	$ 4,271	$ 4,485	$ 4,709
4790	358	HOUSING REHABILITATION SPECIALIST II	$ 4,271	$ 4,485	$ 4,709	$ 4,944	$ 5,192
4895	257	INSURANCE CLERK I	$ 2,408	$ 2,529	$ 2,655	$ 2,788	$ 2,927
4896	267	INSURANCE CLERK II	$ 2,825	$ 2,966	$ 3,114	$ 3,270	$ 3,433
5305	319	LABORATORY TECHNICIAN I	$ 3,320	$ 3,486	$ 3,661	$ 3,844	$ 4,036
5306	359	LABORATORY TECHNICIAN II	$ 3,818	$ 4,009	$ 4,210	$ 4,420	$ 4,641
5307	377	LABORATORY TECHNICIAN III	$ 4,210	$ 4,420	$ 4,641	$ 4,873	$ 5,117
6340	379	PLAN EXAMINER I	$ 3,990	$ 4,189	$ 4,399	$ 4,619	$ 4,850
6341	399	PLAN EXAMINER II	$ 4,752	$ 4,989	$ 5,239	$ 5,501	$ 5,776
6352	384	PLANNER	$ 4,129	$ 4,336	$ 4,552	$ 4,780	$ 5,019
6354	322	PLANNING TECHNICIAN I	$ 3,003	$ 3,153	$ 3,310	$ 3,476	$ 3,650
6355	344	PLANNING TECHNICIAN II	$ 3,310	$ 3,476	$ 3,650	$ 3,832	$ 4,024
6425	282	POLICE CLERK I	$ 2,569	$ 2,698	$ 2,833	$ 2,975	$ 3,123
6426	302	POLICE CLERK II	$ 2,907	$ 3,052	$ 3,205	$ 3,365	$ 3,533
6604	281	RECORDS CLERK I	$ 2,474	$ 2,597	$ 2,727	$ 2,863	$ 3,007
6605	301	RECORDS CLERK II	$ 2,727	$ 2,863	$ 3,007	$ 3,157	$ 3,315
6650	347	RECREATION COORDINATOR	$ 3,699	$ 3,884	$ 4,078	$ 4,282	$ 4,496
6670	344	REDEVELOPMENT TECHNICIAN	$ 3,310	$ 3,476	$ 3,650	$ 3,832	$ 4,024
6830	288	SECRETARY I	$ 2,819	$ 2,960	$ 3,108	$ 3,264	$ 3,427
6832	316	SECRETARY II	$ 2,960	$ 3,108	$ 3,264	$ 3,427	$ 3,598
6834	338	SECRETARY III	$ 3,374	$ 3,542	$ 3,719	$ 3,905	$ 4,101
6970	312	STOREKEEPER	$ 3,023	$ 3,175	$ 3,333	$ 3,500	$ 3,675
7008	350	SYSTEMS TECH I	$ 3,509	$ 3,685	$ 3,869	$ 4,062	$ 4,266
7010	383	SYSTEMS TECH II	$ 3,869	$ 4,062	$ 4,266	$ 4,479	$ 4,703
7012	386	SYSTEMS TECH III	$ 4,266	$ 4,480	$ 4,704	$ 4,939	$ 5,186

All numbers have been rounded to the nearest $1

Attachment A
AFSCME WAGE SUMMARY
Effective PP14 - 6/20/16

Class	Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1003	263	ACCOUNT CLERK I	$ 2,539	$ 2,666	$ 2,799	$ 2,939	$ 3,086
1004	289	ACCOUNT CLERK II	$ 2,799	$ 2,939	$ 3,086	$ 3,240	$ 3,402
1005	309	ACCOUNT CLERK III	$ 3,086	$ 3,240	$ 3,402	$ 3,572	$ 3,751
1020	368	ACCOUNTANT I	$ 4,136	$ 4,342	$ 4,559	$ 4,787	$ 5,027
1021	388	ACCOUNTANT II	$ 4,787	$ 5,027	$ 5,278	$ 5,542	$ 5,819
1030	339	ACCOUNTING TECHNICIAN	$ 3,572	$ 3,751	$ 3,939	$ 4,136	$ 4,342
1180	400	ASSISTANT ARCHITECT	$ 4,334	$ 4,551	$ 4,779	$ 5,018	$ 5,268
1215	406	ASSISTANT ENGINEER	$ 5,430	$ 5,702	$ 5,987	$ 6,286	$ 6,600
1250	364	ASSISTANT PLANNER	$ 3,752	$ 3,939	$ 4,136	$ 4,343	$ 4,560
1610	378	BUILDING INSPECTOR I	$ 4,076	$ 4,280	$ 4,494	$ 4,719	$ 4,955
1611	398	BUILDING INSPECTOR II	$ 4,494	$ 4,719	$ 4,955	$ 5,203	$ 5,463
1612	418	BUILDING INSPECTOR III	$ 4,955	$ 5,203	$ 5,463	$ 5,736	$ 6,023
1955	247	CLERK TYPIST I	$ 2,352	$ 2,469	$ 2,593	$ 2,722	$ 2,859
2010	308	COMPUTER OPERATOR	$ 2,669	$ 2,802	$ 2,943	$ 3,090	$ 3,244
2734	700	DEPUTY CITY CLERK	$ 3,224	$ 3,385	$ 3,554	$ 3,732	$ 3,919
2750	324	DEVELOPMENT SERVICES TECHNICIAN I	$ 2,838	$ 2,980	$ 3,129	$ 3,286	$ 3,450
2751	345	DEVELOPMENT SERVICES TECHNICIAN II	$ 3,299	$ 3,464	$ 3,637	$ 3,819	$ 4,010
4350	342	ENGINEERING TECHNICIAN I	$ 3,334	$ 3,500	$ 3,675	$ 3,859	$ 4,052
4351	362	ENGINEERING TECHNICIAN II	$ 3,675	$ 3,859	$ 4,052	$ 4,255	$ 4,467
4352	382	ENGINEERING TECHNICIAN III	$ 4,052	$ 4,255	$ 4,467	$ 4,691	$ 4,925
4353	402	ENGINEERING TECHNICIAN IV	$ 4,925	$ 5,172	$ 5,430	$ 5,702	$ 5,987
4623	416	FIRE INSPECTOR I	$ 4,356	$ 4,573	$ 4,802	$ 5,042	$ 5,294
4624	420	FIRE INSPECTOR II	$ 4,802	$ 5,042	$ 5,294	$ 5,559	$ 5,837
4625	396	FIRE INSPECTOR TRAINEE	$ 3,952	$ 4,150	$ 4,357	$ 4,575	$ 4,804
4726	381	GIS DATA SYSTEMS TECHNICIAN	$ 3,651	$ 3,834	$ 4,026	$ 4,227	$ 4,438
4777	358	HOUSING FINANCE SPECIALIST	$ 4,367	$ 4,586	$ 4,815	$ 5,056	$ 5,309
4789	348	HOUSING REHABILITATION SPECIALIST I	$ 3,961	$ 4,159	$ 4,367	$ 4,586	$ 4,815
4790	358	HOUSING REHABILITATION SPECIALIST II	$ 4,367	$ 4,586	$ 4,815	$ 5,056	$ 5,309
4895	257	INSURANCE CLERK I	$ 2,463	$ 2,586	$ 2,715	$ 2,851	$ 2,993
4896	267	INSURANCE CLERK II	$ 2,888	$ 3,033	$ 3,184	$ 3,343	$ 3,511
5305	319	LABORATORY TECHNICIAN I	$ 3,395	$ 3,565	$ 3,743	$ 3,930	$ 4,127
5306	359	LABORATORY TECHNICIAN II	$ 3,904	$ 4,099	$ 4,304	$ 4,520	$ 4,745
5307	377	LABORATORY TECHNICIAN III	$ 4,304	$ 4,520	$ 4,745	$ 4,983	$ 5,232
6340	379	PLAN EXAMINER I	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959
6341	399	PLAN EXAMINER II	$ 4,859	$ 5,102	$ 5,357	$ 5,624	$ 5,906
6352	384	PLANNER	$ 4,222	$ 4,433	$ 4,655	$ 4,888	$ 5,132
6354	322	PLANNING TECHNICIAN I	$ 3,070	$ 3,224	$ 3,385	$ 3,554	$ 3,732
6355	344	PLANNING TECHNICIAN II	$ 3,385	$ 3,554	$ 3,732	$ 3,918	$ 4,114
6425	282	POLICE CLERK I	$ 2,627	$ 2,759	$ 2,897	$ 3,041	$ 3,194
6426	302	POLICE CLERK II	$ 2,972	$ 3,121	$ 3,277	$ 3,441	$ 3,613
6604	281	RECORDS CLERK I	$ 2,529	$ 2,656	$ 2,788	$ 2,928	$ 3,074
6605	301	RECORDS CLERK II	$ 2,788	$ 2,928	$ 3,074	$ 3,228	$ 3,389
6650	347	RECREATION COORDINATOR	$ 3,782	$ 3,971	$ 4,170	$ 4,378	$ 4,597
6670	344	REDEVELOPMENT TECHNICIAN	$ 3,385	$ 3,554	$ 3,732	$ 3,918	$ 4,114
6830	288	SECRETARY I	$ 2,883	$ 3,027	$ 3,178	$ 3,337	$ 3,504
6832	316	SECRETARY II	$ 3,027	$ 3,178	$ 3,337	$ 3,504	$ 3,679
6834	338	SECRETARY III	$ 3,449	$ 3,622	$ 3,803	$ 3,993	$ 4,193
6970	312	STOREKEEPER	$ 3,091	$ 3,246	$ 3,408	$ 3,579	$ 3,758
7008	350	SYSTEMS TECH I	$ 3,588	$ 3,768	$ 3,956	$ 4,154	$ 4,362
7010	383	SYSTEMS TECH II	$ 3,956	$ 4,154	$ 4,362	$ 4,580	$ 4,809
7012	386	SYSTEMS TECH III	$ 4,362	$ 4,580	$ 4,809	$ 5,050	$ 5,302

All numbers have been rounded to the nearest $1

Attachment A
AFSCME WAGE SUMMARY
Effective PP14 - 6/19/17

Class	Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1003	263	ACCOUNT CLERK I	$ 2,602	$ 2,732	$ 2,869	$ 3,013	$ 3,163
1004	289	ACCOUNT CLERK II	$ 2,869	$ 3,013	$ 3,163	$ 3,321	$ 3,487
1005	309	ACCOUNT CLERK III	$ 3,163	$ 3,321	$ 3,487	$ 3,662	$ 3,845
1020	368	ACCOUNTANT I	$ 4,239	$ 4,451	$ 4,673	$ 4,907	$ 5,152
1021	388	ACCOUNTANT II	$ 4,907	$ 5,152	$ 5,410	$ 5,681	$ 5,965
1030	339	ACCOUNTING TECHNICIAN	$ 3,662	$ 3,845	$ 4,037	$ 4,239	$ 4,451
1180	400	ASSISTANT ARCHITECT	$ 4,443	$ 4,665	$ 4,898	$ 5,143	$ 5,400
1215	406	ASSISTANT ENGINEER	$ 5,566	$ 5,844	$ 6,136	$ 6,443	$ 6,765
1250	364	ASSISTANT PLANNER	$ 3,846	$ 4,038	$ 4,240	$ 4,452	$ 4,674
1610	378	BUILDING INSPECTOR I	$ 4,178	$ 4,387	$ 4,607	$ 4,837	$ 5,079
1611	398	BUILDING INSPECTOR II	$ 4,607	$ 4,837	$ 5,079	$ 5,333	$ 5,599
1612	418	BUILDING INSPECTOR III	$ 5,079	$ 5,333	$ 5,599	$ 5,879	$ 6,173
1955	247	CLERK TYPIST I	$ 2,411	$ 2,531	$ 2,658	$ 2,791	$ 2,930
2010	308	COMPUTER OPERATOR	$ 2,736	$ 2,872	$ 3,016	$ 3,167	$ 3,325
2734	700	DEPUTY CITY CLERK	$ 3,305	$ 3,470	$ 3,643	$ 3,825	$ 4,017
2750	324	DEVELOPMENT SERVICES TECHNICIAN I	$ 2,909	$ 3,055	$ 3,208	$ 3,368	$ 3,536
2751	345	DEVELOPMENT SERVICES TECHNICIAN II	$ 3,382	$ 3,551	$ 3,728	$ 3,915	$ 4,110
4350	342	ENGINEERING TECHNICIAN I	$ 3,417	$ 3,588	$ 3,767	$ 3,956	$ 4,153
4351	362	ENGINEERING TECHNICIAN II	$ 3,767	$ 3,956	$ 4,153	$ 4,361	$ 4,579
4352	382	ENGINEERING TECHNICIAN III	$ 4,153	$ 4,361	$ 4,579	$ 4,808	$ 5,048
4353	402	ENGINEERING TECHNICIAN IV	$ 5,048	$ 5,301	$ 5,566	$ 5,844	$ 6,136
4623	416	FIRE INSPECTOR I	$ 4,465	$ 4,688	$ 4,922	$ 5,168	$ 5,427
4624	420	FIRE INSPECTOR II	$ 4,922	$ 5,168	$ 5,427	$ 5,698	$ 5,983
4625	396	FIRE INSPECTOR TRAINEE	$ 4,051	$ 4,253	$ 4,466	$ 4,689	$ 4,924
4726	381	GIS DATA SYSTEMS TECHNICIAN	$ 3,743	$ 3,930	$ 4,126	$ 4,332	$ 4,549
4777	358	HOUSING FINANCE SPECIALIST	$ 4,476	$ 4,700	$ 4,935	$ 5,182	$ 5,441
4789	348	HOUSING REHABILITATION SPECIALIST I	$ 4,060	$ 4,263	$ 4,477	$ 4,700	$ 4,935
4790	358	HOUSING REHABILITATION SPECIALIST II	$ 4,476	$ 4,700	$ 4,935	$ 5,182	$ 5,441
4895	257	INSURANCE CLERK I	$ 2,524	$ 2,650	$ 2,783	$ 2,922	$ 3,068
4896	267	INSURANCE CLERK II	$ 2,960	$ 3,108	$ 3,264	$ 3,427	$ 3,598
5305	319	LABORATORY TECHNICIAN I	$ 3,480	$ 3,654	$ 3,836	$ 4,028	$ 4,230
5306	359	LABORATORY TECHNICIAN II	$ 4,002	$ 4,202	$ 4,412	$ 4,632	$ 4,864
5307	377	LABORATORY TECHNICIAN III	$ 4,412	$ 4,632	$ 4,864	$ 5,107	$ 5,363
6340	379	PLAN EXAMINER I	$ 4,182	$ 4,391	$ 4,610	$ 4,841	$ 5,083
6341	399	PLAN EXAMINER II	$ 4,980	$ 5,229	$ 5,490	$ 5,765	$ 6,053
6352	384	PLANNER	$ 4,328	$ 4,544	$ 4,771	$ 5,010	$ 5,260
6354	322	PLANNING TECHNICIAN I	$ 3,147	$ 3,304	$ 3,470	$ 3,643	$ 3,825
6355	344	PLANNING TECHNICIAN II	$ 3,470	$ 3,643	$ 3,825	$ 4,016	$ 4,217
6425	282	POLICE CLERK I	$ 2,693	$ 2,828	$ 2,969	$ 3,117	$ 3,273
6426	302	POLICE CLERK II	$ 3,046	$ 3,199	$ 3,359	$ 3,527	$ 3,703
6604	281	RECORDS CLERK I	$ 2,592	$ 2,722	$ 2,858	$ 3,001	$ 3,151
6605	301	RECORDS CLERK II	$ 2,858	$ 3,001	$ 3,151	$ 3,309	$ 3,474
6650	347	RECREATION COORDINATOR	$ 3,877	$ 4,071	$ 4,274	$ 4,488	$ 4,712
6670	344	REDEVELOPMENT TECHNICIAN	$ 3,470	$ 3,643	$ 3,825	$ 4,016	$ 4,217
6830	288	SECRETARY I	$ 2,955	$ 3,103	$ 3,258	$ 3,421	$ 3,592
6832	316	SECRETARY II	$ 3,103	$ 3,258	$ 3,421	$ 3,592	$ 3,771
6834	338	SECRETARY III	$ 3,536	$ 3,712	$ 3,898	$ 4,093	$ 4,298
6970	312	STOREKEEPER	$ 3,169	$ 3,327	$ 3,493	$ 3,668	$ 3,852
7008	350	SYSTEMS TECH I	$ 3,678	$ 3,862	$ 4,055	$ 4,258	$ 4,471
7010	383	SYSTEMS TECH II	$ 4,055	$ 4,258	$ 4,471	$ 4,694	$ 4,929
7012	386	SYSTEMS TECH III	$ 4,471	$ 4,695	$ 4,930	$ 5,176	$ 5,435

All numbers have been rounded to the nearest $1

SIDE LETTER TO THE MOU
BETWEEN
THE CITY OF MERCED
AND
AFSCME LOCAL #2703

It has been agreed in labor negotiations between the City of Merced and AFSCME to issue this Side Letter. The Side Letter adds to the Memorandum Of Understanding ("MOU") to be executed between the City and the Union in 2014.

This side letter shall only relate to the 2014 current round of negotiations with City bargaining groups and not future bargaining of immediate successor MOUs. If the City is unable to reach 3-year terms with the other groups, this side-letter would only apply to the MOU agreed upon in the 2014 round of negations and not successor MOUs.

If another bargaining group receives an approved base wage increase more than 2% during calendar year 2015, AFSCME employees will receive an increase reflecting the difference between the highest amount received by any other bargaining group (not cumulative/no stacking) and the 2% they received for the same time frame.

In calendar year 2016, if another bargaining group receives an approved base wage increase more than 2.25% during calendar year 2016, AFSCME employees will receive an increase reflecting the difference between the highest amount received by any other bargaining group (not cumulative/no stacking) and the 2.25% they received for the same time frame.

In calendar year 2017, if another bargaining group receives an approved base wage increase more than 2.50% during calendar year 2017, AFSCME employees will receive an increase reflecting the difference between the highest amount received by any other bargaining group (not cumulative/no stacking) and the 2.50% they received for the same time frame.

If a bargaining group receives a base wage increase in a given calendar year, listed above, from an agreed upon MOU negotiated in 2014, the difference in the base wage increase would go into effect on the date of the AFSCME scheduled wage increase for the specific calendar year or the effective date of the increase for the selected group, whichever date is later in the calendar year.

Upon completion of the 2014 negotiations with all bargaining groups, if more than one group is found to have higher base wage increases in any specified year listed above, AFSCME shall only select one group to apply throughout the 3-year term of the MOU on the scheduled wage increase date for the specific calendar year.

This side-letter is in response to the Union's willingness to reach agreement early in the bargaining process. This side letter is only for the term of this agreement which expires on December 31, 2017, which is not precedent setting.

FOR THE UNION:

TRACY STAIGER, PRESIDENT

MICHELLE REID
REPRESENTATIVE

PATTY PUTMAN
REPRESENTATIVE

ALMA ESPINO
REPRESENTATIVE

JAMIE CRUZ
REPRESENTATIVE

DEBBIE MACIAS
SPOKESPERSON

11-18-14
DATE

FOR THE CITY:

JOHN M. BRAMBLE,
CITY MANAGER

DENEEN L. PROCTOR
DIRECTOR OF SUPPORT
SERVICES

SHELLINE K. BENNETT
CITY NEGOTIATOR

12/16/2014
DATE