

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

JANUARY 1, 2015
THROUGH
DECEMBER 31, 2017

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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 Maintenance Worker | Refuse Equipment Operator Trainee |
| Airport Operations Technician | Refuse Equipment Operator |
| Apprentice Electrician | Street Sweeper Operator Trainee |
| Building Maintenance Worker I/II | Street Sweeper Operator |
| Collections System Worker I/II/III | Traffic Signal/Lighting Technician |
| Container Maintenance Worker | Tree Trimmer |
| Custodian I/II | Instrumentation and Electrical Electrician |
| Environmental Control Officer I/II | Wastewater Treatment Plant Mechanic I/II |
| Equipment Service Worker | Wastewater Treatment Plant Operator Trainee |
| Fleet Maintenance Lead Worker | Wastewater Treatment Plant Operator I/II/III |
| Lead – Public Works Water | Water Conservation Specialist |
| Lead Tree Trimmer | Water Meter/Backflow Technician |
| Lead Worker Utilities | Water System Irrigation Maintenance Worker |
| Lead Worker Refuse | Water Systems Technician I/II/III |
| Maintenance Electrician | Water Treatment Plant Operator I/II |
| Maintenance Worker I/II/III | Welder I/II |
| Mechanic I/II/III | Zookeeper |
| Park Worker I/II/III | |
| Park Worker-Pesticides I/II | |
| Public Utilities Inspector | |
| Pump Operator | |

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.

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ARTICLE II
NON-DISCRIMINATION

SECTION 2.01. NON-DISCRIMINATION. The provisions of this Memorandum of Understanding shall apply equally to and be exercised by all employees in the non-supervisory blue collar unit with non-discrimination as to age, sex, marital status, religion, race, handicap, color, creed, national origin, union or political affiliation.

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. Neither party shall exert pressure or discriminate against any employee in the exercise of his or her rights.

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 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 Municipal Employee Relations Officer 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. AGENCY SHOP.

- A. For the duration of this Memorandum of Understanding, all employees in the unit shall either join the Association or pay to the Association a service fee in an amount not to exceed the periodic dues and general assessments of the Association. Such contribution shall be made through voluntary payroll deduction.
- B. Any new member of the bargaining unit shall have thirty-one (31) days from the date of employment to make application for membership in the Association or to become an agency fee payer.
- C. Any employee who pays the service fee shall have the right to demand and receive from the Association, under procedures established by the Association, a return of any part of the service fee which represents expenditures in aid of partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied to benefits for only Association members.
- D. The Association, and not the City, shall be responsible for requiring employees to fulfill their obligations under Paragraphs A and B above.

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- E. Any bargaining unit member whose claim for a religious exemption has been found bona fide, and whose claim has been granted, and shall as an alternative to payment of dues or agency fee to the Association, pay an equivalent amount to:

United Way, Red Cross, or Kidney Foundation

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 Director of Support Services 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 Director of Support Services 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 Director of Support Services.

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

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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. Certain departments or divisions, with approval of the department head and authorization of the City Manager, may operate at other times when needed to serve the public or to continue the efficient operations of City service.
 - 2. Employees for whom necessity requires a different schedule than that generally applied shall work a basic workweek according to the schedule prepared by the department head and approved by the City Manager and posted on the department bulletin board.

- 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, may experiment with 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.

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. 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

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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.

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- B. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holiday shall be considered as time worked by the employee. Time during which an employee is excused from work because of sick, vacation, and authorized compensatory time off (CTO) leave shall not 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 in accordance with Section 5.07.

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 workshift) 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 and on holidays (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. 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.

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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
Presidents' Day	The 3 rd Monday of February
Memorial Day	The last Monday in May
Independence Day	The 4 th day of July
Labor Day	The first Monday in September
Veteran's 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

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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. 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.

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. **Holiday Pay – Day Worked.** Employees of the unit eligible for holiday benefits who are required to work on a day designated as a holiday shall be paid or may accrue CTO at the straight time rate 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.
- D. **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

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said holiday at a future date within the following sixty (60) day period, with proper authorization by supervisory/management personnel.

- E. **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.
- F. **Holidays/Sanitation Division.** The responsibilities of the sanitation 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 Sanitation Division will not be required to work on holidays observed by the Merced County Highway 59 Landfill.
- G. **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 the date on which Thanksgiving, Christmas, or New Year's Day are celebrated, with the exception of two operators for each shift.

These three holidays will be considered as time worked for the purpose of computing wages. Those employees actually required to work Thanksgiving, Christmas, or New Year's will receive time and one-half pay for the hours worked if all of the other days scheduled to be worked that week have been worked.

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.

- H. **Holidays – Leave Without Pay Status.** If a member is in a leave without pay (LWOP) status, holiday pay is not afforded that member.

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.

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ARTICLE VI
VACATION AND SICK LEAVE

SECTION 6.01. CONTINUOUS SERVICE. For the purpose 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 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.
 5. 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.

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- C. **Payment Upon Separation.** Employees who leave City employment shall be compensated for vacation accrued but not taken up to the date of separation.
- D. **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.
- E. **Vacation Use.** Vacation used by an employee shall be charged against the vacation accrued on an hour-for-hour basis.
- F. **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 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.

- 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, and hours that would otherwise accrue over the maximum are lost to the employee and will not be reimbursed.
- 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, 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.
- 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

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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.** 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 bereavement leave with pay without charge to accumulated sick leave or vacation.

The City Manager may grant up to an additional three (3) days 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 be granted sick leave to attend 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 a domestic partner. Parent means a biological, foster, or adoptive parent, a stepparent, or legal guardian. Sibling means a sister or brother. Granting of sick leave shall be at the discretion of the department head
- I. **Sick Leave Verification.** 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 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. Abuse of sick leave shall be defined as any of the following:

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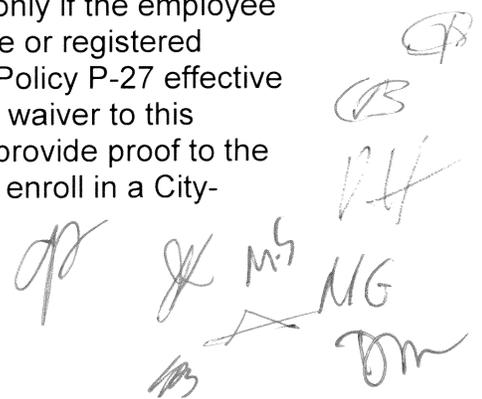
1. Where an employee uses more than 2 days of sick leave in any calendar quarter in connection with the day before or after a holiday, or first or last day of the workweek.
 2. Where an employee uses sick leave more than six (6) incidents in the previous twelve- (12) month period.
 3. Where an employee uses any single occurrence of sick leave and it is reasonably believed that the employee used sick leave improperly. Where it is reasonably determined that the sick leave privilege has been abused, those employees responsible for such abuse shall be subject to disciplinary actions.
- 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-



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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.

The allowances for Year One shall be effective December 22, 2014 (PP1) are as follows:

Medical

Employee Only	\$211.95
Employee plus one	\$434.05
Employee plus two or more	\$637.91

Dental, Vision, Disability, and Life

Employee only	\$31.25
Employee plus one	\$45.14
Employee plus two or more	\$65.52

In Year Two health and welfare plan costs over the current cost (if any) will be shared by both the City and the Association. 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 Association. (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%) The City's portion shall reflect an increase in the Cafeteria Allowance Per Pay Period.

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

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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 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, as amended effective September 17, 2008, 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 (F) 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 or registered domestic partner of eligible retiree may remain on the plan until the retiree is deceased. The spouse or registered domestic partner

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and retiree shall be responsible for payment of the premium for coverage of spouse or registered domestic partner.

- B. City Contribution. For those eligible retirees in retirement status prior to December 31, 2004, the City agrees to contribute the amount necessary to provide a comparable hospital/medical plan for each eligible retiree.

For those active unit members who retire after December 31, 2004, 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.

- 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 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. 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. 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 or registered domestic partner and/or dependents.
- E. New unit employees hired after December 31, 2004 will not be entitled to receive the City's health/medical plan coverage after retirement.
- F. Any Employee deemed to be terminated by the City as the result of the following disciplinary actions shall not be eligible for the City of Merced health/medical/dental/vision coverage after retirement.
 - 1. Conviction of a felony or misdemeanor involving moral turpitude. A plea or a verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction.

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2. Fraud or the submission of false information related to the employment application, payroll, or any work related record or report in an amount equal to Grand Larceny under the California Penal Code.
3. Discrimination, including harassment, against other employees or members of the public on the basis of race, color, national origin, religious creed, ancestry, sex, marital status, age or physical handicap.
4. Intoxication, intemperance, or incapacity on duty due or addiction to the use of controlled substances or alcohol.

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.

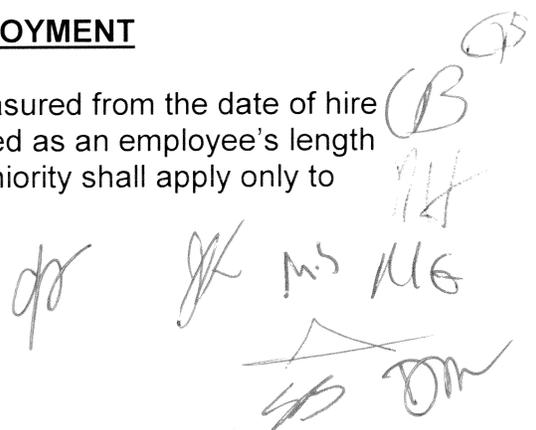
SECTION 8.02. PROTECTIVE CLOTHING.

- 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 \$150.00 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 once per quarter. 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.
- C. City agrees to furnish safety prescription goggles for unit members who are required to wear prescription glasses and safety goggles during the performance of their normal assigned tasks.

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.

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.


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SECTION 9.02. PROBATION. All original appointments shall be for a probationary period of twelve (12) months. 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. 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 which directly affect wages and hours. The Association shall not, however, represent probationary employees with respect to demotion, discipline, and/or discharge matters.

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.

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- E. To be considered for demotion in lieu of layoff, an employee must notify the Director of Support Services (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 Director of Support Services (Personnel Manager) shall prepare a list of persons in each classification in the unit with his/her date of hire.

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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 Attachment A which is hereby incorporated in and made a part of this Memorandum of Understanding.

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 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.

SECTION 10.04. APPLICABLE PAY FOR WORKING IN A HIGHER CLASSIFICATION. On occasion, an employee may be required to work in a higher

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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.

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

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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.

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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 Director of Support Services or

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his/her designee within ten (10) workdays from the date of the department head's written answer in Step Two. The Director of Support Services 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 Director of Support Services or designee shall give his/her written answer.

SECTION 13.08. 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 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.

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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 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, or any other similar actions which would involve suspension of or interference with the normal work of the City. 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; 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

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S/S *M.G.* *DM*

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 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.

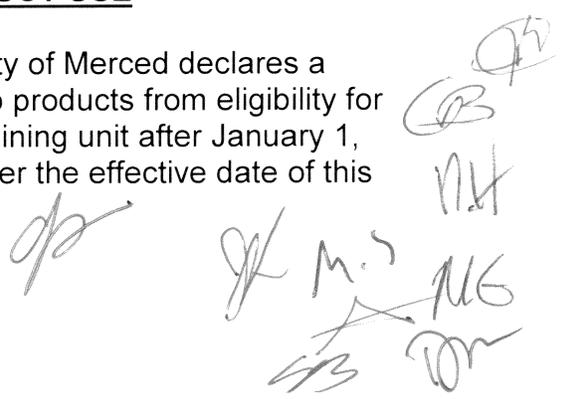
ARTICLE XX
AMERICANS WITH DISABILITIES ACT (ADA)

SECTION 20.01. AMERICANS WITH DISABILITIES ACT. The City and the Association 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 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

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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.

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DATED: Jan 16, 2015

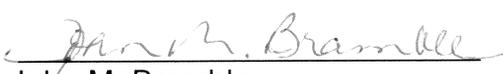
DATED: 01-26-2015

FOR THE ASSOCIATION:

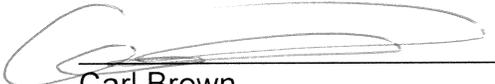
FOR THE CITY:



Debbie Macias
AFSCME



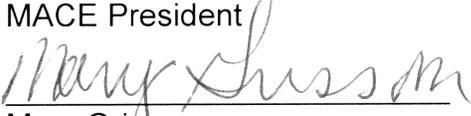
John M. Bramble
City Manager



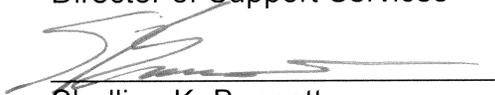
Carl Brown
MACE President



Deneen L. Proctor
Director of Support Services



Mary Grissom



Shelline K. Bennett
City Negotiator



Robert Hansen



Jay King



Adam Purslow



Mikel Schlessinger

MG

**Attachment A
M.A.C.E. WAGE SUMMARY
Effective PP14 - 6/22/15**

Class	Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1070	128	AIRPORT MAINTENANCE WORKER	\$ 2,873	\$ 3,017	\$ 3,168	\$ 3,326	\$ 3,492
1075	177	AIRPORT OPERATION TECHNICIAN	\$ 3,649	\$ 3,832	\$ 4,024	\$ 4,225	\$ 4,436
1617	132	BUILDING MAINTENANCE WORKER I	\$ 3,096	\$ 3,251	\$ 3,414	\$ 3,585	\$ 3,764
1618	152	BUILDING MAINTENANCE WORKER II	\$ 3,415	\$ 3,585	\$ 3,765	\$ 3,953	\$ 4,150
1966	156	COLLECTION SYSTEM WORKER II	\$ 3,423	\$ 3,594	\$ 3,774	\$ 3,962	\$ 4,161
1967	176	COLLECTION SYSTEM WORKER III	\$ 3,631	\$ 3,813	\$ 4,003	\$ 4,203	\$ 4,414
2100	170	CONTAINER MAINTENANCE WORKER	\$ 3,777	\$ 3,966	\$ 4,164	\$ 4,372	\$ 4,591
2200	104	CUSTODIAN I	\$ 2,606	\$ 2,737	\$ 2,874	\$ 3,017	\$ 3,168
2201	128	CUSTODIAN II	\$ 2,873	\$ 3,017	\$ 3,168	\$ 3,326	\$ 3,492
4365	171	ENVIRONMENTAL CONTROL OFFICER I	\$ 3,717	\$ 3,903	\$ 4,099	\$ 4,303	\$ 4,519
4366	201	ENVIRONMENTAL CONTROL OFFICER II	\$ 4,303	\$ 4,518	\$ 4,744	\$ 4,981	\$ 5,231
4375	127	EQUIPMENT SERVICE WORKER	\$ 3,125	\$ 3,281	\$ 3,445	\$ 3,618	\$ 3,798
4660	182	FLEET MAINTENANCE LEAD WORKER	\$ 4,614	\$ 4,844	\$ 5,086	\$ 5,341	\$ 5,608
7225	204	INSTRUMENTATION AND ELECTRICAL TECHNICIAN	\$ 4,557	\$ 4,785	\$ 5,025	\$ 5,276	\$ 5,540
5378	192	LAND APPLICATION PROGRAM LEAD WKR	\$ 4,213	\$ 4,424	\$ 4,645	\$ 4,878	\$ 5,121
5387	185	LEAD - PW WATER	\$ 4,610	\$ 4,841	\$ 5,083	\$ 5,337	\$ 5,604
5390	157	LEAD REFUSE EQUIP OPERATOR	\$ 3,964	\$ 4,162	\$ 4,370	\$ 4,588	\$ 4,818
5395	142	LEAD ZOO KEEPER	\$ 3,161	\$ 3,319	\$ 3,485	\$ 3,659	\$ 3,842
5480	174	MAINTENANCE ELECTRICIAN	\$ 4,066	\$ 4,269	\$ 4,482	\$ 4,707	\$ 4,942
5520	120	MAINTENANCE WORKER I	\$ 3,013	\$ 3,163	\$ 3,321	\$ 3,487	\$ 3,662
5521	140	MAINTENANCE WORKER II	\$ 3,321	\$ 3,487	\$ 3,661	\$ 3,844	\$ 4,036
5522	159	MAINTENANCE WORKER III	\$ 3,796	\$ 3,985	\$ 4,185	\$ 4,394	\$ 4,613
5640	141	MECHANIC I	\$ 3,341	\$ 3,508	\$ 3,683	\$ 3,867	\$ 4,061
5641	169	MECHANIC II	\$ 3,683	\$ 3,867	\$ 4,061	\$ 4,264	\$ 4,477
5642	175	MECHANIC III	\$ 4,194	\$ 4,404	\$ 4,624	\$ 4,855	\$ 5,098
6120	112	PARK WORKER I	\$ 2,837	\$ 2,979	\$ 3,128	\$ 3,284	\$ 3,449
6121	133	PARK WORKER II	\$ 3,129	\$ 3,286	\$ 3,450	\$ 3,622	\$ 3,804
6130	153	PARK WORKER III	\$ 3,523	\$ 3,699	\$ 3,884	\$ 4,078	\$ 4,282
6275	150	PESTICIDES APPLICATOR I	\$ 3,238	\$ 3,400	\$ 3,570	\$ 3,749	\$ 3,936
6276	151	PESTICIDES APPLICATOR II	\$ 3,749	\$ 3,936	\$ 4,133	\$ 4,339	\$ 4,556
6548	193	PUBLIC UTILITIES INSPECTOR	\$ 4,255	\$ 4,467	\$ 4,691	\$ 4,925	\$ 5,171
6550	179	PUMP OPERATOR	\$ 4,454	\$ 4,677	\$ 4,911	\$ 5,156	\$ 5,414
1965	136	PW - SEWER COLLECTION/STORM DRAINS WKR I	\$ 3,104	\$ 3,259	\$ 3,422	\$ 3,593	\$ 3,773
6665	340	RECYCLING COORDINATOR	\$ 3,645	\$ 3,827	\$ 4,019	\$ 4,220	\$ 4,431
6690	146	REFUSE EQUIP OPERATOR	\$ 3,603	\$ 3,784	\$ 3,973	\$ 4,171	\$ 4,380
6691	122	REFUSE EQUIP OPERATOR TRAINEE	\$ 3,113	\$ 3,269	\$ 3,432	\$ 3,604	\$ 3,784
6980	154	STREET SWEEPER OPERATOR	\$ 3,381	\$ 3,550	\$ 3,728	\$ 3,914	\$ 4,110
6979	134	STREET SWEEPER OPERATOR TRAINEE	\$ 3,060	\$ 3,213	\$ 3,373	\$ 3,542	\$ 3,719
7020	161	TRAFFIC SIGNAL LIGHTING TECHNICIAN	\$ 4,228	\$ 4,439	\$ 4,661	\$ 4,894	\$ 5,139
7140	148	TREE TRIMMER (TREES ONLY)	\$ 3,874	\$ 4,068	\$ 4,272	\$ 4,485	\$ 4,709
2203	340	WATER CONSERVATION SPECIALIST	\$ 3,645	\$ 3,827	\$ 4,019	\$ 4,220	\$ 4,431
7300	178	WATER METER/BACKFLOW TECHNICIAN	\$ 3,822	\$ 4,013	\$ 4,213	\$ 4,424	\$ 4,645
7325	129	WATER SYSTEM IRRIGATION MAINT WKR	\$ 2,987	\$ 3,136	\$ 3,293	\$ 3,457	\$ 3,630
7330	155	WATER SYSTEMS TECHNICIAN I	\$ 3,466	\$ 3,639	\$ 3,821	\$ 4,012	\$ 4,213
7331	178	WATER SYSTEMS TECHNICIAN II	\$ 3,822	\$ 4,013	\$ 4,213	\$ 4,424	\$ 4,645
7332	192	WATER SYSTEMS TECHNICIAN III	\$ 4,213	\$ 4,424	\$ 4,645	\$ 4,878	\$ 5,121
7230	160	WWTP MAINTENANCE MECHANIC I	\$ 4,024	\$ 4,225	\$ 4,436	\$ 4,658	\$ 4,891
7231	162	WWTP MAINTENANCE MECHANIC II	\$ 4,436	\$ 4,658	\$ 4,890	\$ 5,135	\$ 5,392
7249	180	WWTP OPERATOR I	\$ 4,414	\$ 4,635	\$ 4,866	\$ 5,110	\$ 5,365
7250	190	WWTP OPERATOR II	\$ 4,636	\$ 4,867	\$ 5,111	\$ 5,366	\$ 5,634
7252	202	WWTP OPERATOR III	\$ 4,867	\$ 5,110	\$ 5,366	\$ 5,634	\$ 5,916
7247	130	WWTP OPERATOR TRAINEE	\$ 3,270	\$ 3,434	\$ 3,605	\$ 3,786	\$ 3,975
7700	128	ZOO KEEPER	\$ 2,873	\$ 3,017	\$ 3,168	\$ 3,326	\$ 3,492

All numbers have been rounded to the nearest \$1

[Handwritten signatures and initials: MS, NH, MG, etc.]

**Attachment A
M.A.C.E. WAGE SUMMARY
Effective PP14 - 6/20/16**

Class	Grad	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1070	128	AIRPORT MAINTENANCE WORKER	\$ 2,938	\$ 3,085	\$ 3,239	\$ 3,401	\$ 3,571
1075	177	AIRPORT OPERATION TECHNICIAN	\$ 3,732	\$ 3,918	\$ 4,114	\$ 4,320	\$ 4,536
1617	132	BUILDING MAINTENANCE WORKER I	\$ 3,166	\$ 3,324	\$ 3,491	\$ 3,665	\$ 3,848
1618	152	BUILDING MAINTENANCE WORKER II	\$ 3,491	\$ 3,666	\$ 3,849	\$ 4,042	\$ 4,244
1966	156	COLLECTION SYSTEM WORKER II	\$ 3,500	\$ 3,675	\$ 3,859	\$ 4,052	\$ 4,254
1967	176	COLLECTION SYSTEM WORKER III	\$ 3,713	\$ 3,898	\$ 4,093	\$ 4,298	\$ 4,513
2100	170	CONTAINER MAINTENANCE WORKER	\$ 3,862	\$ 4,055	\$ 4,258	\$ 4,471	\$ 4,694
2200	104	CUSTODIAN I	\$ 2,665	\$ 2,798	\$ 2,938	\$ 3,085	\$ 3,239
2201	128	CUSTODIAN II	\$ 2,938	\$ 3,085	\$ 3,239	\$ 3,401	\$ 3,571
4365	171	ENVIRONMENTAL CONTROL OFFICER I	\$ 3,801	\$ 3,991	\$ 4,191	\$ 4,400	\$ 4,620
4366	201	ENVIRONMENTAL CONTROL OFFICER II	\$ 4,400	\$ 4,620	\$ 4,851	\$ 5,094	\$ 5,348
4375	127	EQUIPMENT SERVICE WORKER	\$ 3,195	\$ 3,355	\$ 3,523	\$ 3,699	\$ 3,884
4660	182	FLEET MAINTENANCE LEAD WORKER	\$ 4,717	\$ 4,953	\$ 5,201	\$ 5,461	\$ 5,734
7225	204	INSTRUMENTATION AND ELECTRICAL TECHNICIAN	\$ 4,660	\$ 4,893	\$ 5,138	\$ 5,395	\$ 5,664
5378	192	LAND APPLICATION PROGRAM LEAD WKR	\$ 4,308	\$ 4,524	\$ 4,750	\$ 4,987	\$ 5,237
5387	185	LEAD - PW WATER	\$ 4,714	\$ 4,950	\$ 5,197	\$ 5,457	\$ 5,730
5390	157	LEAD REFUSE EQUIP OPERATOR	\$ 4,053	\$ 4,255	\$ 4,468	\$ 4,692	\$ 4,926
5395	142	LEAD ZOO KEEPER	\$ 3,232	\$ 3,393	\$ 3,563	\$ 3,741	\$ 3,928
5480	174	MAINTENANCE ELECTRICIAN	\$ 4,157	\$ 4,365	\$ 4,583	\$ 4,812	\$ 5,053
5520	120	MAINTENANCE WORKER I	\$ 3,080	\$ 3,234	\$ 3,396	\$ 3,566	\$ 3,744
5521	140	MAINTENANCE WORKER II	\$ 3,395	\$ 3,565	\$ 3,743	\$ 3,930	\$ 4,127
5522	159	MAINTENANCE WORKER III	\$ 3,881	\$ 4,075	\$ 4,279	\$ 4,493	\$ 4,717
5640	141	MECHANIC I	\$ 3,416	\$ 3,587	\$ 3,766	\$ 3,954	\$ 4,152
5641	169	MECHANIC II	\$ 3,766	\$ 3,954	\$ 4,152	\$ 4,360	\$ 4,578
5642	175	MECHANIC III	\$ 4,288	\$ 4,503	\$ 4,728	\$ 4,964	\$ 5,213
6120	112	PARK WORKER I	\$ 2,901	\$ 3,046	\$ 3,198	\$ 3,358	\$ 3,526
6121	133	PARK WORKER II	\$ 3,200	\$ 3,360	\$ 3,528	\$ 3,704	\$ 3,889
6130	153	PARK WORKER III	\$ 3,602	\$ 3,782	\$ 3,971	\$ 4,170	\$ 4,378
6275	150	PESTICIDES APPLICATOR I	\$ 3,311	\$ 3,477	\$ 3,651	\$ 3,833	\$ 4,025
6276	151	PESTICIDES APPLICATOR II	\$ 3,833	\$ 4,025	\$ 4,226	\$ 4,437	\$ 4,659
6548	193	PUBLIC UTILITIES INSPECTOR	\$ 4,350	\$ 4,568	\$ 4,796	\$ 5,036	\$ 5,288
6550	179	PUMP OPERATOR	\$ 4,554	\$ 4,782	\$ 5,021	\$ 5,272	\$ 5,536
1965	136	PW - SEWER COLLECTION/STORM DRAINS WKR I	\$ 3,174	\$ 3,333	\$ 3,499	\$ 3,674	\$ 3,858
6665	340	RECYCLING COORDINATOR	\$ 3,727	\$ 3,913	\$ 4,109	\$ 4,314	\$ 4,530
6690	146	REFUSE EQUIP OPERATOR	\$ 3,684	\$ 3,869	\$ 4,062	\$ 4,265	\$ 4,478
6691	122	REFUSE EQUIP OPERATOR TRAINEE	\$ 3,183	\$ 3,342	\$ 3,510	\$ 3,685	\$ 3,869
6980	154	STREET SWEEPER OPERATOR	\$ 3,457	\$ 3,630	\$ 3,811	\$ 4,002	\$ 4,202
6979	134	STREET SWEEPER OPERATOR TRAINEE	\$ 3,128	\$ 3,285	\$ 3,449	\$ 3,622	\$ 3,803
7020	161	TRAFFIC SIGNAL LIGHTING TECHNICIAN	\$ 4,323	\$ 4,539	\$ 4,766	\$ 5,004	\$ 5,254
7140	148	TREE TRIMMER (TREES ONLY)	\$ 3,962	\$ 4,160	\$ 4,368	\$ 4,586	\$ 4,815
2203	340	WATER CONSERVATION SPECIALIST	\$ 3,727	\$ 3,913	\$ 4,109	\$ 4,314	\$ 4,530
7300	178	WATER METER/BACKFLOW TECHNICIAN	\$ 3,908	\$ 4,103	\$ 4,308	\$ 4,523	\$ 4,750
7325	129	WATER SYSTEM IRRIGATION MAINT WKR	\$ 3,054	\$ 3,206	\$ 3,367	\$ 3,535	\$ 3,712
7330	155	WATER SYSTEMS TECHNICIAN I	\$ 3,544	\$ 3,721	\$ 3,907	\$ 4,102	\$ 4,307
7331	178	WATER SYSTEMS TECHNICIAN II	\$ 3,908	\$ 4,103	\$ 4,308	\$ 4,523	\$ 4,750
7332	192	WATER SYSTEMS TECHNICIAN III	\$ 4,308	\$ 4,524	\$ 4,750	\$ 4,987	\$ 5,237
7230	160	WWTP MAINTENANCE MECHANIC I	\$ 4,114	\$ 4,320	\$ 4,536	\$ 4,763	\$ 5,001
7231	162	WWTP MAINTENANCE MECHANIC II	\$ 4,536	\$ 4,762	\$ 5,000	\$ 5,251	\$ 5,513
7249	180	WWTP OPERATOR I	\$ 4,513	\$ 4,739	\$ 4,976	\$ 5,225	\$ 5,486
7250	190	WWTP OPERATOR II	\$ 4,740	\$ 4,977	\$ 5,226	\$ 5,487	\$ 5,761
7252	202	WWTP OPERATOR III	\$ 4,977	\$ 5,225	\$ 5,487	\$ 5,761	\$ 6,049
7247	130	WWTP OPERATOR TRAINEE	\$ 3,344	\$ 3,511	\$ 3,687	\$ 3,871	\$ 4,064
7700	128	ZOO KEEPER	\$ 2,938	\$ 3,085	\$ 3,239	\$ 3,401	\$ 3,571

All numbers have been rounded to the nearest \$1

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**Attachment A
M.A.C.E. WAGE SUMMARY
Effective PP14 - 6/19/17**

Class	Grad	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1070	128	AIRPORT MAINTENANCE WORKER	\$ 3,011	\$ 3,162	\$ 3,320	\$ 3,486	\$ 3,660
1075	177	AIRPORT OPERATION TECHNICIAN	\$ 3,825	\$ 4,016	\$ 4,217	\$ 4,428	\$ 4,649
1617	132	BUILDING MAINTENANCE WORKER I	\$ 3,245	\$ 3,408	\$ 3,578	\$ 3,757	\$ 3,945
1618	152	BUILDING MAINTENANCE WORKER II	\$ 3,579	\$ 3,758	\$ 3,945	\$ 4,143	\$ 4,350
1966	156	COLLECTION SYSTEM WORKER II	\$ 3,587	\$ 3,767	\$ 3,955	\$ 4,153	\$ 4,361
1967	176	COLLECTION SYSTEM WORKER III	\$ 3,806	\$ 3,996	\$ 4,196	\$ 4,405	\$ 4,626
2100	170	CONTAINER MAINTENANCE WORKER	\$ 3,959	\$ 4,156	\$ 4,364	\$ 4,583	\$ 4,812
2200	104	CUSTODIAN I	\$ 2,732	\$ 2,868	\$ 3,012	\$ 3,162	\$ 3,320
2201	128	CUSTODIAN II	\$ 3,011	\$ 3,162	\$ 3,320	\$ 3,486	\$ 3,660
4365	171	ENVIRONMENTAL CONTROL OFFICER I	\$ 3,896	\$ 4,091	\$ 4,295	\$ 4,510	\$ 4,736
4366	201	ENVIRONMENTAL CONTROL OFFICER II	\$ 4,510	\$ 4,736	\$ 4,972	\$ 5,221	\$ 5,482
4375	127	EQUIPMENT SERVICE WORKER	\$ 3,275	\$ 3,439	\$ 3,611	\$ 3,791	\$ 3,981
4660	182	FLEET MAINTENANCE LEAD WORKER	\$ 4,835	\$ 5,077	\$ 5,331	\$ 5,597	\$ 5,877
7225	204	INSTRUMENTATION AND ELECTRICAL TECHNICIAN	\$ 4,777	\$ 5,015	\$ 5,266	\$ 5,529	\$ 5,806
5378	192	LAND APPLICATION PROGRAM LEAD WKR	\$ 4,416	\$ 4,637	\$ 4,869	\$ 5,112	\$ 5,368
5387	185	LEAD - PW WATER	\$ 4,832	\$ 5,073	\$ 5,327	\$ 5,593	\$ 5,873
5390	157	LEAD REFUSE EQUIP OPERATOR	\$ 4,154	\$ 4,362	\$ 4,580	\$ 4,809	\$ 5,049
5395	142	LEAD ZOO KEEPER	\$ 3,313	\$ 3,478	\$ 3,652	\$ 3,835	\$ 4,026
5480	174	MAINTENANCE ELECTRICIAN	\$ 4,261	\$ 4,474	\$ 4,698	\$ 4,933	\$ 5,179
5520	120	MAINTENANCE WORKER I	\$ 3,157	\$ 3,315	\$ 3,481	\$ 3,655	\$ 3,838
5521	140	MAINTENANCE WORKER II	\$ 3,480	\$ 3,654	\$ 3,837	\$ 4,029	\$ 4,230
5522	159	MAINTENANCE WORKER III	\$ 3,978	\$ 4,177	\$ 4,386	\$ 4,605	\$ 4,835
5640	141	MECHANIC I	\$ 3,501	\$ 3,676	\$ 3,860	\$ 4,053	\$ 4,256
5641	169	MECHANIC II	\$ 3,860	\$ 4,053	\$ 4,256	\$ 4,469	\$ 4,692
5642	175	MECHANIC III	\$ 4,396	\$ 4,615	\$ 4,846	\$ 5,089	\$ 5,343
6120	112	PARK WORKER I	\$ 2,974	\$ 3,122	\$ 3,278	\$ 3,442	\$ 3,614
6121	133	PARK WORKER II	\$ 3,280	\$ 3,444	\$ 3,616	\$ 3,797	\$ 3,986
6130	153	PARK WORKER III	\$ 3,692	\$ 3,877	\$ 4,071	\$ 4,274	\$ 4,488
6275	150	PESTICIDES APPLICATOR I	\$ 3,394	\$ 3,564	\$ 3,742	\$ 3,929	\$ 4,125
6276	151	PESTICIDES APPLICATOR II	\$ 3,929	\$ 4,125	\$ 4,331	\$ 4,548	\$ 4,775
6548	193	PUBLIC UTILITIES INSPECTOR	\$ 4,459	\$ 4,682	\$ 4,916	\$ 5,162	\$ 5,420
6550	179	PUMP OPERATOR	\$ 4,668	\$ 4,902	\$ 5,147	\$ 5,404	\$ 5,674
1965	136	PW - SEWER COLLECTION/STORM DRAINS WKR I	\$ 3,253	\$ 3,416	\$ 3,587	\$ 3,766	\$ 3,954
6665	340	RECYCLING COORDINATOR	\$ 3,820	\$ 4,011	\$ 4,212	\$ 4,422	\$ 4,643
6690	146	REFUSE EQUIP OPERATOR	\$ 3,777	\$ 3,965	\$ 4,164	\$ 4,372	\$ 4,590
6691	122	REFUSE EQUIP OPERATOR TRAINEE	\$ 3,263	\$ 3,426	\$ 3,597	\$ 3,777	\$ 3,966
6980	154	STREET SWEEPER OPERATOR	\$ 3,543	\$ 3,721	\$ 3,907	\$ 4,102	\$ 4,307
6979	134	STREET SWEEPER OPERATOR TRAINEE	\$ 3,207	\$ 3,367	\$ 3,535	\$ 3,712	\$ 3,898
7020	161	TRAFFIC SIGNAL LIGHTING TECHNICIAN	\$ 4,431	\$ 4,652	\$ 4,885	\$ 5,129	\$ 5,386
7140	148	TREE TRIMMER (TREES ONLY)	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701	\$ 4,936
2203	340	WATER CONSERVATION SPECIALIST	\$ 3,820	\$ 4,011	\$ 4,212	\$ 4,422	\$ 4,643
7300	178	WATER METER/BACKFLOW TECHNICIAN	\$ 4,005	\$ 4,205	\$ 4,416	\$ 4,637	\$ 4,868
7325	129	WATER SYSTEM IRRIGATION MAINT WKR	\$ 3,130	\$ 3,287	\$ 3,451	\$ 3,623	\$ 3,805
7330	155	WATER SYSTEMS TECHNICIAN I	\$ 3,632	\$ 3,814	\$ 4,005	\$ 4,205	\$ 4,415
7331	178	WATER SYSTEMS TECHNICIAN II	\$ 4,005	\$ 4,205	\$ 4,416	\$ 4,637	\$ 4,868
7332	192	WATER SYSTEMS TECHNICIAN III	\$ 4,416	\$ 4,637	\$ 4,869	\$ 5,112	\$ 5,368
7230	160	WWTP MAINTENANCE MECHANIC I	\$ 4,217	\$ 4,428	\$ 4,649	\$ 4,882	\$ 5,126
7231	162	WWTP MAINTENANCE MECHANIC II	\$ 4,649	\$ 4,881	\$ 5,126	\$ 5,382	\$ 5,651
7249	180	WWTP OPERATOR I	\$ 4,626	\$ 4,857	\$ 5,100	\$ 5,355	\$ 5,623
7250	190	WWTP OPERATOR II	\$ 4,858	\$ 5,101	\$ 5,356	\$ 5,624	\$ 5,905
7252	202	WWTP OPERATOR III	\$ 5,101	\$ 5,356	\$ 5,624	\$ 5,905	\$ 6,200
7247	130	WWTP OPERATOR TRAINEE	\$ 3,427	\$ 3,599	\$ 3,779	\$ 3,968	\$ 4,166
7700	128	ZOO KEEPER	\$ 3,011	\$ 3,162	\$ 3,320	\$ 3,486	\$ 3,660

All numbers have been rounded to the nearest \$1

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 SP [Signature] [Signature]

SIDE LETTER TO THE MOU
BETWEEN
THE CITY OF MERCED
AND
M.A.C.E.

It has been agreed in labor negotiations between the City of Merced and Merced Association of City Employees (M.A.C.E.) to issue this Side Letter. The Side Letter adds to the Memorandum Of Understanding ("MOU") to be executed between the City and the Association 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 negotiations and not successor MOUs.

If another bargaining group receives an approved base wage increase more than 2% during calendar year 2015, MACE 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, MACE 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, MACE 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 MACE 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, MACE 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.

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A cluster of initials on the right including "CB", "MS", "PH", "MG", and "DM".

This side-letter is in response to the Association'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 ASSOCIATION:

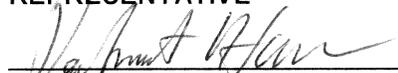
FOR THE CITY:


CARL BROWN, PRESIDENT


MARY GRISSOM
REPRESENTATIVE


JAY KING
REPRESENTATIVE

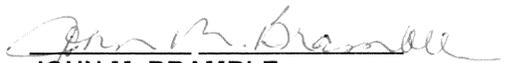

ADAM PURSLOW
REPRESENTATIVE


ROBERT HANSEN
REPRESENTATIVE


MIKEL SCHLESSINGER
REPRESENTATIVE


DEBBIE MACIAS
SPOKESPERSON

11-18-14
DATE


JOHN M. BRAMBLE,
CITY MANAGER


DENEEN L. PROCTOR
DIRECTOR OF SUPPORT SVCS


SHELLINE K. BENNETT
CITY NEGOTIATOR

01-26-2015
DATE

UG