

Memorandum of Understanding
Between
The City of Merced
And The
Merced Firefighters' Local 1479



July 1, 2024, through June 30, 2027

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Preamble

This Memorandum of Understanding (MOU) is between the City of Merced (City) and the Merced Fire Fighters Local 1479, International Association of Fire Fighters (Association), for the purpose of the establishment of wages, hours, and other terms and conditions of employment.

Article 1 - Recognition

The City acknowledges the Association as the recognized employee organization representing all full-time permanent employees in the classifications of Emergency Medical Technician, Fire Fighter I/II, Fire Engineer I/II, Fire Captain I/II, and Paramedic.

Article 2 - Dues

Upon certification from the Association that an employee has signed an authorization for the deduction of dues, the City will make payroll deductions in an amount to be determined by the Association and communicated to the City annually in December. Changes in dues must be communicated to the City at least four (4) weeks before the effective date. The City promptly remits deductions to the Association with a list of dues-paying members. Employee requests to cancel membership dues deductions must be directed to the Association. Upon notification from the Association that an employee has canceled membership dues, the City will promptly cease dues deductions from the employee's paycheck. The Association must hold the City harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions and will indemnify the City for any claims and costs of legal defense made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is insufficient to pay deductions required by this Section, no deduction will be made for that period.

Article 3 - Hours of Work

3.1 Work Shift

The normal work shift consists of twenty-four (24) consecutive hours beginning at 8:00 a.m.

3.2 Work Schedule

Employees will work the 48/96 work schedule.

3.3 FLSA Work Period

The Fair Labor Standards Act (FLSA) work period established by the City is identified as twenty-four (24) days.

3.4 Modified Workweek

A modified workweek consists of a 40-hour workweek consisting of five (5) consecutive eight (8) hour days each week or four (4) ten (10) hour days each week for the following purposes:

a. Modified Work Schedule In Lieu Of Sick Leave

If an employee suffers an injury or illness that prevents the employee from performing the essential functions of their job, with or without reasonable accommodation, and does not wish to use sick leave for the recuperation period, the employee may be assigned to a forty (40) hour duty week at the discretion of the Fire Chief, or designee, without loss or modification of any rights, benefits, salary, accrual rates, or other total compensation items covered in this Agreement. Employees must use sixteen (16) hours of paid leave per week while on the modified forty (40) hour week. This determination must accommodate the physical or mental limitation(s) and restriction(s) placed upon the employee by a medical provider, balanced with the needs of City, as determined by the Fire Chief. Disabled employees must be accommodated in accordance with the law.

b. Modified Work Schedule for Industrial Injury/Illness

The City, at its option, may assign an employee suffering from an industrial injury or illness from a fifty-six (56) hour week to a forty (40) hour week at the discretion of the Fire Chief or designee. This determination is to accommodate the physical or mental limitation(s) and restriction(s) placed upon the employee by a medical provider, balanced with the needs of City, as determined by the Fire Chief.

Disabled employees will be accommodated in accordance with the law. Employees so assigned will not lose any rights, benefits, salary, accrual rates, or other total compensation items covered in this Agreement.

3.5 Apparatus Staffing Levels

The minimum staffing on an engine is three (3) sworn personnel, a captain I/II, an engineer I/II, and a firefighter I/II. Minimum staffing on a truck is four (4) sworn personnel, a captain I/II, an engineer I/II, and two (2) firefighter I/II.

3.6 Overtime

Overtime is defined, paid, and calculated pursuant to the FLSA, under the 207(K) exemption as actual hours worked plus sick and vacation leave in excess of 182 hours in the FLSA work period. Overtime is paid at time and one-half the employee's regular rate of pay.

3.7 Call-Back

Employees who are required to return to a worksite by the department head or designee will be paid for a minimum of two (2) hours at the rate of time and one-half of the employee's regular rate of pay for each call-back.

Article 4 - Wages

4.1 Wages

All classifications will receive a five percent (5.0%) base wage increase on June 24, 2024.

All classifications will receive a four percent (4.0%) base wage increase on June 23, 2025.

All classifications will receive a four percent (4.0%) base wage increase on June 22, 2026.

4.2 Longevity

Employees earn longevity pay, reportable to CalPERS as special compensation, as follows:

- Upon completion of ten (10) years of service, employees receive two percent (2.0%) of their base rate of pay.
- Upon completion of fifteen (15) years of service, employees receive an additional two percent (2.0%) of their base rate of pay, for a total of four percent (4.0%).
- Upon completion of twenty (20) years of service, employees receive an additional two percent (2.0%) of their base rate of pay, for a total of six percent (6.0%).
- Upon completion of twenty-five (25) years of service, employees receive an additional two percent (2.0%) of their base rate of pay, for a total of eight percent (8.0%).

4.3 Education Pay

- a. Education Incentive. Employees who possess a degree in Fire Science or a related field, as approved by the Fire Chief, receive Education Incentive in the amount of one and a half percent (1.5%) of their base rate of pay for an AA or AS or three percent (3.0%) of their base rate of pay for a BS or BA.
- b. Employees who possess a State Fire Marshal Fire Fighter II certificate receive Education Incentive of one and a half percent (1.5%) of their base rate of pay.

4.4 Company Officer Pay

Employees who complete the California State Fire Training education track required for Company Officer and the California State Fire Training Officer Task Book or who completed the education track and possess a Fire Officer certification before 2014 will receive one and a half percent (1.5%) of their base rate of pay.

4.5 Hazard Premium

Employees assigned to the Hazardous Materials Response Team routinely and consistently handle hazardous and explosive materials and will receive Hazard Premium in the amount of two and a half percent (2.5%) of their base rate of pay.

4.6 Emergency Medical Technician (EMT) Pay

Effective upon the execution of the Request for Proposal (RFP) for billing services or January 1, 2025, whichever comes first, employees who obtain and maintain an EMT Certificate will receive Emergency Medical Technician Pay in the amount of three percent (3.0%) of their base rate of pay.

4.7 Bilingual Pay

Employees who are proficient in speaking a foreign language, as determined by the City, receive bilingual pay in the amount of one and a half percent (1.5%) of their base rate of pay.

4.8 Supervisor Premium

Employees routinely and consistently assigned by the Fire Chief or Designee to supervise a shift in the absence of a Fire Captain or Battalion Chief receive Supervisor Premium in the amount of five percent (5.0%) of their base rate of pay for those hours worked as a supervisor.

4.9 Fire Apparatus Operator Premium

Firefighters routinely and consistently assigned by the Fire Chief or Designee to operate the Fire Apparatus in the absence of a Fire Apparatus Operator receive Special Equipment Operator Premium in the amount of five percent (5.0%) of their base rate of pay for those hours operating the Fire Apparatus.

Article 5 - Insurances

5.1 Benefits Provided and Required

The City provides employees with a "cafeteria" plan. Employees are required to enroll in each of the plans below.

1. Hospital/medical care plan,
2. Dental care plan,
3. Vision care plan,
4. Disability insurance plan,
5. Life insurance in the amount of \$50,000.

Employees may request a waiver for medical, dental, and/or vision coverage from the Support Services Department. Waivers may be granted only if the employee shows proof of other coverage through the employee's spouse or registered domestic partner. Should an employee who has obtained a waiver to this provision lose such alternative coverage, the employee must provide proof to the Support Services Department within five (5) business days and enroll in a City-provided insurance program.

Participation for the employee's dependents is optional.

5.2 Plan Selection and Employee Benefit Committee

The City provides at least two (2) options each for medical, dental, vision, life insurance, and disability insurance plan. At least one (1) medical plan option will be comparable to those plans in existence on December 31, 2011. The plans will be selected solely by the City following review of proposals by the Employee Benefits Committee. The Employee Benefits Committee is advisory to the City Council. The Committee is comprised of representatives of each of the City's bargaining units and management.

5.3 Schedule of Allowances Per Pay Period

The City contributes an amount per bi-weekly pay period (based on twenty-six pay periods annually) as the Cafeteria Allowance. For medical employee only \$269.70, employee plus one \$551.67, employee plus two or more \$810.96. For Dental, Vision,

Disability, and life insurance employee only \$33.86, employee plus one \$50.77, and employs plus two or more \$75.61.

The City will pay fifty-five percent (55%) of the sum of the core premium increases, which will be reflected in the Cafeteria Allowance.

The employee is responsible for the balance of the premiums, if any, beyond the Cafeteria Allowance. No employee will receive cash back for having waived required coverage, except that an employee who is married and whose spouse or domestic partner is also a current City of Merced employee, accepted for waiver of medical coverage, will receive cash back equal to twenty-five percent (25%) of the core medical premium for a single individual.

5.4 Retiree Medical, Dental, and Vision Care Coverage

a. Eligibility

In accordance with Administrative Policy and Procedure No. P-17 the City provides a medical plan for eligible retirees. The medical care plan is selected solely by the City and provides essentially the same benefits to retirees as are provided to full-time employees. An employee is considered a retiree of the City if the employee retires in the California Public Employees' Retirement System and their last active place of full-time employment within the system was with the City. Retirees must meet at least one (1) of the following criteria to enroll in the City's retiree medical plan:

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 with the City.

b. Groups

Employees in Group 1 consist of employees who retired between January 1, 1999, and January 1, 2007.

Employees in Group 2 consist of employees hired before December 31, 2002, and who retired as of or after January 1, 2007.

Employees in Group 3 consist of employees hired after December 31, 2002.

c. Benefits Provided Per Group

Eligible Group 1 employees and their spouse or registered domestic partner and/or other dependents will continue to be covered under the City's medical plan until the retired employee and their spouse or registered domestic partner reach age 65. The City pays the premium for the retired employee, and the spouse/registered domestic partner and dependent(s) premium(s) are the responsibility of the retired employee. At the age of 65, the City's medical plan will be secondary to Medicare medical coverage or any other benefit coverage available to the retired employee and eligible spouse or registered domestic partner. Retired employees, their spouse, registered domestic partner and/or eligible dependents in Group 1 are eligible to continue dental and vision care coverage at the expense of the retired employee. Upon the death of the eligible employee, the City's dental and vision plans will no longer be available to the retired employee and eligible spouse or registered domestic partner and/or dependents.

Eligible Group 2 employees receive a monthly stipend of \$390.55 monthly for retirees over 65 or \$546.51 monthly for retirees under 65 towards the City's medical plan. The retiree pays any amount over the stipend. Eligible employees' spouse, registered domestic partner and/or eligible dependents in Group 2 are eligible to continue medical coverage at the expense of the retired employee. At the age of 65, the City's medical plan is secondary to Medicare medical coverage or any other benefit coverage available to the retired employee and eligible spouse or registered domestic partner. Retired employees, their spouse, registered domestic partner and/or eligible dependents in Group 2 are eligible to continue dental and vision care coverage at the expense of the retired employee. Upon the death of the eligible employee, the City's dental and vision plans will no longer be available to the retired employee and eligible spouse or registered domestic partner and/or dependents.

Eligible Group 3 employees are eligible to continue medical, dental, and vision care coverage at the expense of the retired employee. The spouse, registered domestic partner and/or eligible dependents of eligible retirees may remain on the plan until the retiree is deceased provided the plan is paid for by the retired employee.

Article 6 - Retirement

6.1 Public Employees Retirement System

Employees hired before October 7, 2011, receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. These employees pay the required nine percent (9%) member contribution, on a pre-tax basis.

Employees hired after October 6, 2011, who are not classified as new members will receive the 3% at 55 safety CalPERS formula with the three (3) year final average compensation period. These employees pay the required nine percent (9%) member contribution on a pre-tax basis.

Employees hired after December 31, 2012, who are classified as new members will receive the 2.7% at 57 safety CalPERS formula (25443) with the three (3) year three-year final average compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

All safety retirement formulas have the following optional CalPERS retirement benefits:

- Social Security Coverage – Full
- Non-Industrial Disability – Standard
- Industrial Disability – Standard
- Pre-Retirement Death Benefits
 - Special
- Post-Retirement Death Benefits
- Lump Sum \$2,000
 - 2% Retirement COLA

6.2 MissionSquare RHSA

The City provides employees with a MissionSquare Retiree Health Savings Account (RHSA) (a health reimbursement arrangement as described in Internal Revenue Service Notice 2002-45). The City will contribute one percent (1.0%) of the employee's base rate of pay per pay period into the employee's MissionSquare Account. Employees may withdraw benefits from the plan upon separation per the plan's requirements. The Union may set or adjust the employee contribution amount annually by November 15 to be effective the first full pay period in January of the following year; employee contributions will be listed in Appendix "X" MissionSquare.

Article 7 - Leaves

7.1 Holidays

The City recognizes the following holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
Cesar Chavez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day

Day after Thanksgiving
December 24th
December 25th

7.2 Holiday In Lieu

Employees are in positions that are scheduled to work without regard for the holidays listed above. Employees receive holiday-in-lieu in the amount of eight percent (8.0%) of their base rate of pay in lieu of receiving any other form of holiday compensation.

7.3 Vacation Accrual

Employees earn vacation benefits in accordance with their length of continuous service.

1. Employees assigned to a 56-hour workweek and who have less than five (5) years of continuous service earn vacation benefits at the rate of 4.312 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 224 hours.
2. After the completion of five (5) years of continuous service, employees assigned to a 56-hour workweek earn vacation benefits at the rate of 6.462 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 336 hours.
3. After the completion of ten (10) years of continuous service, employees assigned to a 56-hour workweek earn vacation benefits at the rate of 8.624 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 448 hours.
4. After the completion of fifteen (15) years of continuous service, employees assigned to a 56-hour workweek earn vacation benefits at the rate of 9.699 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 504 hours.
5. After the completion of twenty (20) years of continuous service, employees assigned to a 56-hour workweek earn vacation benefits at the rate of 10.774 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 560 hours.
6. After the completion of twenty-five (25) years of continuous service, employees assigned to a 56-hour workweek earn vacation benefits at the rate of 12.925 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 672 hours.

7.4 Maximum Vacation Accrual

When an employee accumulates the maximum number of vacation hours, vacation ceases to accrue until the employee's accrued hours fall below the cap. Employees are paid out for their accrued vacation upon separation at their straight-time rate of pay. Vacation may be taken in twelve (12) or more hour increments.

7.5 Vacation Changes

An employee requesting to change their vacation request must do so at least twenty-four (24) hours in advance. The City retains the right to deny vacation change requests.

7.6 Vacation Scheduling

One (1) daily vacation position is available per seven positions on a fully staffed daily roster, excluding the Battalion Chief.

7.7 Vacation Personal Leave

Employees may use up to twenty-four (24) hours of their accrued vacation time annually for unexpected, personal incidents that may cause them to miss all or part of a shift. Notice must be given as soon as practicable, and employees are encouraged to obtain coverage, if possible. The employee must return to duty as soon as possible to minimize disruption to the department.

7.8 Vacation Cash Out

By November 1 of each year, employees who have at least one hundred (100) hours of vacation may make an irrevocable election to cash out up to twenty-four (24) hours of vacation that will accrue in the next calendar year. Employees will receive the cash out at their straight-time hourly rate on the first paycheck in December of the following year.

7.9 Sick Leave Accrual

Employees assigned to a 56-hour workweek earn sick leave at the rate of 6.003 hours each biweekly pay period to a maximum of 1500 accrued sick leave hours.

7.10 Maximum Sick Leave Accrual

When the maximum number of sick leave hours is accumulated by an employee, sick leave hours cease to accrue until they fall below the accrual cap.

7.11 Sick Leave During the First Six Months

Sick leave may be used during the first thirteen (13) biweekly pay periods of continuous service with the provision that, if the employee is terminated, any sick leave hours used in excess of three (3) days or twenty-four (24) hours, whichever is greater, will be repaid to the City.

7.12 Payment Of Excess Accrued Sick Leave

Annually in January, employees assigned to a 56-hour workweek who have unused sick leave hours in excess of 1344 as of the last pay period in the preceding December will be paid at their straight-time hourly rate (1/112 of basic biweekly pay) for fifty percent (50%) of those hours in excess of 1344 and the remaining fifty percent (50%) is forfeited.

7.13 Sick Leave Upon Resignation or Dismissal

Sick leave is forfeited upon resignation or termination.

7.14 Sick Leave Upon Retirement

Employees who retire through CalPERS with ten (10) or more years of continuous service or who retire because of an industrial disability will be paid at their straight-time hourly rate for fifty percent (50%) of their unused sick leave. The remaining fifty percent (50%) is forfeited.

7.15 Sick Leave Verification

Sick leave is intended to be used only when actually required to recover from illness or injury, or as time off for medical and dental appointments to the extent that such appointments cannot be scheduled outside of the workday. Employees may request accrued vacation time off to cover other personal absences not covered by this sick leave. The City will not tolerate abuse or misuse of sick leave privileges. In instances where abuse is suspected, or sick leave use begins to lead toward a pattern of abuse, the Fire Chief may require written verification by a physician's statement or personal affidavit (the choice of the Fire Chief, depending on the nature of the circumstances) for the employee to receive paid sick leave. If the employee is not currently under a doctor's care, the City may send the employee to the City's physician for verification at the City's expense. The City may withhold sick pay if it suspects that sick leave has been misused and, in such cases, the absence from work will be changed to leave without pay. Abuse of sick leave is defined as any of the following unless the employee provides a written verification of illness from a physician:

Where an employee demonstrates a pattern of sick leave usage in connection with the day before or after a vacation.

Where an employee uses sick leave more than six (6) times (incidents) in any twelve (12) month period.

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 sick leave has been abused, those employees responsible for sick leave abuse are subject to disciplinary actions.

7.16 Sick Leave for Immediate Family Care

Employees may use sick leave up to one-half of their annual accrued sick leave for the required care of a spouse, domestic partner, parent, child, or domestic partner's child who is ill, as defined by statute. Employees are required to identify relationship of family member when requesting Family Sick Leave.

7.17 Bereavement Leave

Employees who have been employed by the City for at least thirty (30) days are entitled to five (5) days of protected bereavement leave in the event of the death of a "family member." Employees will also receive forty-eight (48) hours of paid leave for the death of a family member who resides within the State or seventy-two (72) hours of paid leave for the death of a family member who resides out of the state that must be used concurrently with any bereavement leave taken. Employees must first utilize any available, unused vacation or sick leave for the remaining portion of any unpaid bereavement leave.

A "family member" means any parent, spouse, registered domestic partner, child, child of an employee's registered domestic partner, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, or the death of any child or close relative who resided with the employee at the time of death.

An employee who utilizes bereavement leave must notify their Department Head or designee of the intent to use such leave. Employees may use such leave on a non-consecutive basis but must complete leave within three (3) months of the date of death of a "family member." The City may request an employee seeking bereavement leave to provide documentation to support the leave.

7.18 Return from Leave of Absence

At the end of the leave period, or within forty-eight (48) hours of receipt of written notice of early return to duty issued by the City, an employee must return to duty. Failure to return to duty is deemed resignation from the City service and the employee has no right of appeal.

Article 8 - Mileage Reimbursement

Private vehicle travel will be reimbursed at the current Internal Revenue Service standard mileage rate. The mileage claim must be submitted to the employee's supervisor monthly and no later than sixty (60) days after the last day of the month being claimed for a non-taxable reimbursement.

Article 9- California Emergency Management Agency Deployment

An employee who has been deployed to an O.E.S. incident for at least four (4) days or 96 consecutive hours and returns on their regular duty day can return to work to finish the shift or use vacation for the remainder of the shift. During CalEMA demobilization an employee will endeavor to contact the department to give advance notice of selection.

Article 10 - Station and Shift Assignments

10.1 Annual Station Assignment Bid Process

Annually, between November 1st and November 15th, employees will bid for apparatus by classification based on classification seniority, beginning with the Captains, followed by Engineers, and concluding with Firefighters. Employees may designate a proxy to complete their bid.

10.2 Shift Transfer Policy

1. When shift transfer assignments become necessary due to promotion, retirement, or other reasons that create an absence, consideration will be given to those persons wishing to be transferred or reassigned.
2. When all things are considered equal, seniority within the City of Merced Fire Department will be the major factor in determining station assignment.
3. When a vacancy is created on a specific shift, the department will announce the intent to permanently fill the vacant position. This may not occur until promotional examinations or new firefighter recruitment has been completed.
4. Shift vacancies will be filled in the following manner:
 - a. The most senior employee who holds the same rank as the vacant position will be provided the opportunity to transfer to the open position.
 - b. If the most senior employee opts to not transfer, the position will be offered to the next most-senior employee who holds the same rank.
 - c. This process will continue until the vacancy is filled.
 - d. If an employee chooses to transfer shifts, the vacancy created by this movement will be filled as outlined above.

10.3 Resolution Of Disputes

Employees shall seek to resolve the issue with their battalion chief before instituting a formal complaint or grievance regarding the administration of the transfer policy.

If the issue is not resolved by the Battalion Chief it will be brought to the Office of the Fire Chief by the Association for mutual resolution.

10.4 Administrative Discretion

The Fire Chief has the discretion to reassign or transfer an employee due to unsatisfactory performance or when disciplinary actions are involved. Probationary employees are assigned at the discretion of the Fire Chief.

Inter-shift transfers are at the discretion of the Fire Chief. Consideration is given to keep all shifts as equal as possible in terms of seniority. Based on administrative or operational needs of the Merced Fire Department, the Fire Chief retains the authority to assign personnel to vacant positions.

10.5 Shift Exchange

Employees, with the approval of the Fire Chief or designee, may exchange shifts when the change does not interfere with the operation of the Fire Department. Shift change requests must be submitted on the appropriate forms and submitted at least twenty-four (24) hours in advance. Employees, and not the City, are responsible for record-keeping and payback of shift trades in accordance with the provisions of the Fair Labor Standards Act. The City is not liable for the failure of any employee to pay back another employee for a shift trade.

Article 11 - Class B Driver's License

If the City requires, as a condition of employment, an employee to renew a driver's license and the law requires a medical examination, the City will provide a medical examination. The physician will be selected by the City. The employee may choose to obtain an additional medical examination from their personally selected physician or from any source other than that provided by the City. The cost of such medical examination is borne by the employee.

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

The City pays the difference between a California Class C driver's license and the required Class B or A license renewal fee.

Article 12 - Layoff

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. Any 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. For the purpose of this Article, classifications consisting of an I/II will be considered a single classification.

- a. To bump to a new classification, the employee must have more seniority than the employee who will be displaced.
- b. The employee bumping to a new classification must have held that classification at some time in their career in the City of Merced.
- c. Seniority is determined by time in the class from which the employee is bumping, plus time in any higher classification in the same series. The following provisions apply in computing total continuous service:
 1. Time spent on military leave counts as service in the event the leave was taken subsequent to employment;
 2. Time worked in regular and/or probationary status counts as service;
 3. Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status, does not count as service.
- d. To be considered for demotion in lieu of layoff, an employee must notify the Personnel Manager within five (5) days of receipt of the notice of layoff.
- e. In cases where there are two (2) or more employees in a class from which the layoff is to be made, employees will be laid off in inverse order of seniority, with seniority defined as time in the class from which the layoff is to be made plus time in any higher classification in the same series.
- f. Employees bumping to a lower or similar class will be placed at the salary step representing the least loss of pay, without exceeding the employee's current rate of pay.
- g. The names of persons laid off or demoted in accordance with this policy places on a re-employment list in the order of lay off. This list shall be used by the City Manager and each department head when a vacancy arises in the same or lower class.
- h. The re-employment list expires after two (2) years, except that persons appointed to regular positions of the same or higher level will be removed from the list upon appointment. Persons re-employed in a lower class, or on a temporary basis, will remain on the list for the higher position for the two (2) years.
- i. 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 will result in the person's removal from the re-employment list.

Failure of a person to respond within seven (7) days to the offer of re-employment is deemed a refusal.

- j. 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 13 - Grievance Procedure

13.1 Definitions

The following words used in this Article are defined as follows:

Grievance:

- A. A claimed violation or misapplication of a specific provision of this Memorandum of Understanding which adversely affects the grievant.
- B. City rules and regulations governing personnel practices.

Grievant: An employee who is filing a grievance. Any alleged violation or misapplication that affects more than one (1) employee in a similar manner may be consolidated and thereafter represented by a single grievance. The Association has the option to be considered as the grievant on any grievance that affects more than one (1) employee.

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

13.2 Time Limit for Filing Grievance

A grievance is barred and not considered if it based upon a condition or event that occurred or existed more than ten (10) workdays immediately before the date on which the grievance occurs.

13.3 Procedure

The following exclusive procedure of presenting and adjusting grievances that must be processed in accordance with the following steps, time limits, and conditions.

13.4 Step One

The grievant must discuss the matter with the employee's immediate supervisor. If the grievance is not settled within five (5) workdays following this discussion, the grievance, within such time, must be reduced to writing on the form provided by the Personnel Department and submitted to the grievant's immediate supervisor. Within five (5) workdays after receipt of the written grievance, the immediate supervisor will answer the grievance in writing.

13.5 Step Two

The answer from the immediate supervisor is final unless the grievance is appealed in writing to the involved department head within five (5) workdays from the date of the supervisor's written answer. The department head will investigate and provide a written answer to the grievant.

13.6 Step Three

The answer from the department head is final unless the grievance is appealed in writing to the Director of Support Services or designee within five (5) workdays from the date of the department head's written answer to Step Two. The Director of Support Services or designee will discuss the grievance with the grievant or the Association representative at a time mutually agreeable to both parties. Within five (5) workdays after the close of discussion, the Director of Support Services or designee shall give his/her written answer.

13.7 Step Four

The answer from the Director of Support Services or designee is 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 Three. The Personnel Board, after conducting the hearing, shall forward its recommendation to the City Manager for final determination. The City Manager, after consideration of the Personnel Board's recommendation, will provide a written final determination to the aggrieved employee within ten (10) workdays.

13.8 Effect of Time Limits

If in any step, the City's representative fails to give their written answer within the time limit therein set forth, the grievance will automatically be transferred to the next step at the expiration of the 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 based on the City's last answer.

Article 14 - No Strike

The Association agrees that during the term of this Agreement, neither it nor its officers, employees, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing, sympathy strikes, sickouts or any other similar actions which would involve suspension of or interference with the normal work of the City. In the event that any concerted action as described above occurs, the Association will notify its members that their activity is a violation of this Agreement and the Association will notify its members that the concerted action must cease and the members must return to work.

The Association must 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 15 - Severability

If any article or section of this Agreement is found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation, or by judicial authority, all other articles and sections of this Agreement remain in full force and effect. In the event of

invalidation of any provision, the City and the Association will meet within thirty (30) days for the purpose of meeting and conferring in an attempt to agree upon a replacement of the provision.

Article 16 - Term

This Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties regarding the provisions contained in this Agreement. This Agreement is effective June 24, 2024, through June 30, 2027.

Dated: _____

For the City: DocuSigned by:
Scott McBride
8B410DF3076A464...

Scott McBride, City Manager
DocuSigned by:
Suzanne Fierro
9E6E5E9103FE419
Suzanne Fierro, H.R. Manager

DocuSigned by:
Frank Quintero
687A7FE7C9FC4C6...

Frank Quintero, Deputy City Manager
DocuSigned by:
Michael W. Jarvis
11674490
Michael W. Jarvis
Liebert Cassidy Whitmore

Dated: _____

For Local 1479:

Signed by:
Chad Englert
6AE9E0738543401

Chad Englert, President

Signed by:
Josh Simmons
855E61AD67AA401
Josh Simmons

Signed by:
Rich Ramirez
EA14A54E5EEA408...
Rich Ramirez

Signed by:
Ryan Paskin
C698FEC149FC4A4...

Ryan Paskin

Signed by:
Matthew Van Hagen
41BB30D8FCC0431...
Matthew Van Hagen

DocuSigned by:
Dan L. Koontz
2C2E9A0B6029462...
Dan L. Koontz
Mastagni Holstedt