

RESOLUTION OF THE CITY OF MERCED CITY
COUNCIL REGARDING CERTAIN TERMS AND
CONDITIONS OF EMPLOYMENT FOR THE
MERCED POLICE NON-SWORN UNIT



Effective August 5, 2024

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Article 1- Recognition

This Resolution covers employees in the classifications listed in Appendix "A".

Article 2- Hours of Work

2.1. FLSA Work Period

All employees, regardless of rank, are subject to the Fair Labor Standards Act (FLSA) work period, which is seven (7) days in length and has an FLSA overtime threshold of 40 hours.

2.2. Workday

Depending on the assignment, the normal workday may be four (4), eight (8), ten (10), or twelve (12) hours.

2.3. Posting of Schedules

Schedules will be posted on the City Police Department bulletin board no less than thirty (30) days before the effective date of the schedule.

2.4. Shift Change

Shift changes are conducted twice annually: once on the first day of the pay period immediately following January 5th and again on the first day of the pay period immediately following July 5th.

Employees bid for shift assignments based on their classification seniority. Classification seniority is determined by time in the classification plus higher classification within the same series.

2.5. Rest Periods

Employees may take a fifteen (15) minute rest period during each four (4) hours of regular work. Rest periods may not be scheduled within one (1) hour of the beginning or the end of a work shift or lunch period.

The Department may make reasonable rules concerning rest period scheduling.

2.6. Meal Period

Employees are normally allowed an unpaid meal period of not less than thirty (30) minutes nor more than one (1) hour that is generally scheduled in the middle of the work shift. Dispatchers receive a paid meal period. The Department may make reasonable rules concerning meal period scheduling.

Article 3- Overtime

3.1. Overtime

Employees required to work in excess of forty (40) hours in the work period receive overtime at one-and-a-half times the employee's regular rate of pay. All paid time counts as hours worked towards the calculation of overtime.

3.2. Compensatory Time Off (CTO) Payout

Employees may not accrue CTO. However, employees with CTO balances may use their CTO or receive payment for it upon separation. Upon separation, CTO will be paid out at the employee's current regular rate pay or the average of the final three (3) years, whichever is greater.

3.3. Court Pay

Employees subpoenaed to appear in court in connection with their official duties outside of their regularly scheduled shift will receive a minimum of three (3) hours of pay at one-and-a-half times their regular rate of pay or the actual amount of time that the employee is required to appear in court, whichever is greater. Any overtime earned under this section does not count towards hours worked for the purpose of calculating overtime.

3.4. Call-Back

Employees who are required to return to a worksite by their Department Head or designee will be paid for a minimum of three (3) hours at the rate of one-and-a-half times their regular rate of pay for each call-back. If the return to work is contiguous with the employee's scheduled shift and the employee is provided with a minimum of four (4) hours advance notice, the employee will not be paid call-back pay.

3.5. Remote Response Pay

Employees who are not called in to work but who respond to a phone call or remotely connect to work systems will be compensated for a minimum of thirty (30) minutes of overtime per incident.

3.6. On-Call

Employees required or scheduled to be on-call by their department head or designee will receive one (1) hour of pay for each accumulated eight (8) hours on-call.

Article 4- Wages

4.1. Salary Schedule

The salary schedule consists of five (5) steps, with approximately five percent (5.0%) between steps.

4.2. Salary Increases

All classifications will receive a five percent (5.0%) increase effective August 5, 2024.

4.3. Longevity Pay

Employees receive longevity pay as follows:

Upon completion of ten (10) years of service with the City, employees receive two and a half percent (2.5%) of their base hourly rate of pay.

Upon completion of fifteen (15) years of service with the City, employees receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

Upon completion of twenty (20) years of service with the City, employees receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

Article 5- Premium Pays

5.1. Peace Officers Standards and Training (POST) Incentive Pay

Dispatchers who possess a POST Dispatcher Intermediate Certificate receive POST Incentive Pay in the amount of two and a half percent (2.5%) of their base hourly rate of pay.

Dispatchers who possess a POST Dispatcher Advanced Certificate receive POST Incentive Pay in the amount of two and a half percent (2.5%) of their base hourly rate of pay.

5.2. Bilingual Pay

Employees who speak or write Spanish, American Sign Language, or other approved languages other than English and who can do so fluently 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.

5.3. Crime Scene Response Team (CSRT) Premium

Employees assigned to the Crime Scene Response Team by the Chief of Police or designee will receive CSRT Premium in the amount of one and one-half percent (1.5%) of their base rate of pay. This premium is not reportable to CalPERS.

5.4. Tactical Dispatcher Premium

Dispatchers assigned as Tactical Dispatchers will receive Tactical Dispatcher Premium in the amount of two percent (2.0%) of their base rate of pay. This premium is not reportable to CalPERS.

5.5. Shift Differential

A. Swing Shift

Employees assigned to a scheduled shift where at least four (4) hours of the shift is between 1700 and 2400 will receive Shift Differential in the amount of one and a half percent (1.5%) of their base hourly rate of pay.

B. Graveyard Shift

Employees assigned to a scheduled shift where at least four (4) hours of the shift is between 2400 and 0600 will receive Shift Differential in the amount of three percent (3.0%) of their base hourly rate of pay.

5.6. Training Pay

Dispatcher IIs and Lead Dispatchers who are routinely and consistently assigned to train employees will receive Training Premium in the amount of five percent (5.0%) of their base hourly rate of pay when actually training.

Article 6- Insurances

6.1. Benefits Provided and Required

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

- Hospital/medical care plan,
- Dental care plan,
- Vision care plan,
- Disability insurance plan,
- 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 thirty (30) business days and enroll in a City-provided insurance program.

Participation for the employee's dependents is optional.

6.2. Plan Selection and Employee Benefit Committee

The City provides at least two (2) options each for medical, dental, vision, life insurance, and disability insurance plans. The plans will be selected solely by the City following the review of proposals by the Employee Benefits Committee. The Employee Benefits Committee is advisory to the City Council and comprises representatives of each of the City's bargaining units and management.

6.3. 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 \$287.75, employee plus one \$578.69, employee plus two or more \$850.63. For Dental, Vision, Disability, and life insurance employee only \$35.07, employee plus one \$51.95, and employs plus two or more \$76.76.

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.

Article 7- Retiree Medical, Dental, and Vision

7.1. 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:

The retiree is age 50 or over with at least ten (10) years of service with the City; or

Retiree is retired because of a service-connected disability; or

Retiree is retired because of a non-service-connected disability with at least ten (10) years of service with the City.

7.2. Groups

Group 1 consists of employees who retired between January 1, 1999, and January 1, 2007.

Group 2 consists of employees hired before December 31, 2002, and who retire after January 1, 2007.

Group 3 consists of employees hired after December 31, 2002.

7.3. 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.

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.

Eligible Group 3 employees are eligible to continue medical, dental, and vision care coverage at the expense of the retired employee.

Article 8- Retirement

8.1. California Public Employees Retirement System (CalPERS)

- A. Employees hired before December 10, 2012, receive the 2.5% at 55 miscellaneous CalPERS formula with the three (3) year final average compensation period and modified Social Security Coverage. These employees pay the required eight percent (8%) member contribution pre-tax.
- B. Employees hired after December 9, 2012, who are not classified as new members will receive the 2% at 60 miscellaneous CalPERS formula with the three (3) year final average compensation period and modified Social Security Coverage. These employees pay the required seven and a half percent (7.5%) member contribution pre-tax.
- C. Employees hired after December 31, 2012, who are classified as new members will receive the 2% at 62 miscellaneous CalPERS formula with the three (3) year three-year final average compensation period and full Social Security Coverage. These employees pay one-half of the total normal cost as determined annually by CalPERS pre-tax.
- D. All miscellaneous retirement formulas have the following optional CalPERS retirement benefits:
 - Non-Industrial Disability – Standard
 - Post-Retirement Death Benefits
 - Lump Sum \$2,000
 - 2% Retirement COLA

8.2. Deferred Compensation Plan

Employees may contribute to the City's Deferred Compensation Plan.

Article 9- Leaves

9.1. Vacation Leave

Employees earn vacation leave as follows.

During the first five (5) years of continuous service, full-time employees earn 3.696 hours of vacation leave each biweekly pay period of continuous service to a maximum of 192.00 hours.

After five (5) years of continuous service, full-time employees earn 4.616 hours of vacation leave each biweekly pay period of continuous service to a maximum of 240.00 hours.

After nine (9) years of continuous service, full-time employees earn 6.160 hours of vacation leave each biweekly pay period of continuous service to a maximum of 320.00 hours.

After fifteen (15) years of continuous service, full-time employees earn 6.928 hours of vacation leave each biweekly pay period of continuous service to a maximum of 360.00 hours.

After twenty (20) years of continuous service, full-time employees earn 7.696 hours of vacation leave each biweekly pay period of continuous service to a maximum of 400.00 hours.

After twenty-five (25) years of continuous service, full-time employees earn 9.232 hours of vacation leave each biweekly pay period of continuous service to a maximum of 480.00 hours.

9.2. 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.

9.3. 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 (20) hours of vacation

that will accrue in the next calendar year. The employee will receive the cash out on the first paycheck in December of the following year.

9.4. Holidays

The City recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- December 24th or December 31st
- December 25th

Employees receive eight (8) hours of holiday pay for each holiday listed above.

9.5. Holiday Observed

When a holiday falls on a Sunday, the following Monday is considered the holiday. When a holiday falls on a Saturday, the preceding Friday is considered the holiday.

9.6. Floating Holiday

Employees receive eight (8) hours of floating holiday annually in the first full pay period of the year. Employees may not accrue more than eight (8) hours of floating holiday. Upon separation, employees will be paid for their floating holiday hours at their straight-time rate of pay. Upon hire, employees hired before the second Monday in October will receive eight (8) hours of floating holiday.

9.7. Holiday In Lieu

Dispatchers are in positions that are scheduled to work without regard for the holidays listed above. Employees receive holiday-in-lieu in the amount of five percent (5.0%) of their base rate of pay in lieu of receiving any other form of holiday compensation.

9.8. Sick Leave

Full-time employees earn 3.696 hours of sick leave each biweekly pay period of continuous service to a maximum of 1056.00 hours. When an employee accumulates the maximum number of sick leave hours, sick leave ceases to accrue until it falls below the accrual cap. An employee separated from employment for reasons other than retirement forfeits all unused sick leave.

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

Abuse of sick leave may be subject to disciplinary actions.

9.9. Sick Leave Usage

Employees may use up to one-half of their annual accrued sick leave for the required care of a spouse, domestic partner, parent, child, sibling, grandparent, grandchildren, or domestic partner's child who is ill as defined by statute. Leave for this purpose may not be taken until it has actually accrued.

9.10. Payment of Unused Sick Leave

Annually in January, employees who have sick leave hours over 960 as of the last pay period in the preceding December will receive payment for fifty percent (50%) of their sick leave hours over 960 at their straight-time hourly rate of pay and the remaining fifty percent (50%) of hours above 960 will be forfeited.

9.11. Sick Leave Upon Retirement

Employees who retire concurrently from the City and CalPERS will receive payment for fifty percent (50%) of their accrued sick leave at their straight-time hourly rate of pay, and the remaining hours will be forfeited.

9.12. Bereavement Leave

Employees whom the City has employed 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 twenty-four (24) hours of paid leave for the death of a family member who resides within the State or forty-eight (48) 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 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.

Employees who utilize 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.

Article 10- Uniforms

10.1. Uniforms

At the time of hire, new employees will be provided with two (2) uniform pants and two (2) short-sleeved shirts. Employees receive a uniform allowance of \$32.92 per pay period.

Article 11- Voluntary Resignation

Employees absent without official leave for two (2) or more consecutive days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation will be deemed to have voluntarily resigned from the City of Merced.

Article 12- Layoffs

In lieu of being laid off, an employee may elect demotion (“bumping”) to:

- A. Any class in the same class series with a lower maximum salary.
- B. A class in the same line of work (as determined by the City) as the class of layoff but of lesser responsibility and with substantially the same or a lower maximum salary.

To bump to a new classification, the employee must have more seniority than the employee who will be displaced.

The employee bumping to a new classification must have held that classification at some time in their career in the City of Merced.

Seniority is determined by the time in the class from which the employee is bumping plus time in any higher classification in the same series.

To be considered for a demotion in lieu of layoff, an employee must notify the Personnel Manager within five (5) days of receiving the notice of layoff.

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.

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.

The names of persons laid off or demoted will be placed on a re-employment list in the order of layoff.

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.

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 being removed from the re-employment list. Failure of a person to respond within seven (7) workdays to the offer of re-employment is deemed a refusal.

Employees from other bargaining units may only bump into previously held classifications.

Article 13- Personnel Files

No adverse comment will be entered into the employee's personnel file without the employee first receiving a copy of the document and the opportunity to read and sign it. However, the document may be entered into the file if the employee refuses to sign it; the refusal will be noted. The employee can submit a rebuttal to any adverse information entered into their personnel file within seven (7) days. The rebuttal will be attached to the adverse documents.

Article 14- Term

This Resolution is effective August 5, 2024, and supersedes all prior written agreements, memoranda of understanding, and side letters.

Appendix "A" Salary Schedule

Merced Police Non-Sworn Unit Wage Summary (Monthly)
Effective PP17 - 8/5/24

Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5
593	Community Liaison	\$5,008	\$5,259	\$5,522	\$5,798	\$6,088
593	Community Services Officer	\$5,008	\$5,259	\$5,522	\$5,798	\$6,088
571	Dispatcher I	\$4,369	\$4,588	\$4,817	\$5,058	\$5,311
592	Dispatcher II	\$4,816	\$5,057	\$5,310	\$5,576	\$5,854
594	Lead Dispatcher	\$5,303	\$5,568	\$5,846	\$6,139	\$6,446
548	Parking Enforcement Officer I	\$3,540	\$3,717	\$3,903	\$4,098	\$4,303
568	Parking Enforcement Officer II	\$3,903	\$4,099	\$4,304	\$4,519	\$4,745
588	Police Officer Trainee	\$4,062	\$4,265	\$4,478	\$4,702	\$4,937

All numbers have been rounded to the nearest \$1.

Appendix "B" 2024 Cash-Outs

For 2024 only, employees with a minimum of 100 hours of vacation leave may elect to cash out twenty (20) hours on the first paycheck in December. This provision will be removed from this document following the first paycheck in December.