

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MERCED
AND THE
MERCED POLICE OFFICERS' ASSOCIATION



August 5, 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 Police Officers' Association (MPOA) for the purpose of establishing wages, hours, and other terms and conditions of employment.

Article 1- Recognition

The City recognizes the MPOA as the sole and exclusive representative for the Police Officer and Police Sergeant classifications for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

Article 2- Association Rights

2.1. Dues

Upon certification from the MPOA 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 MPOA 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 MPOA with a list of dues-paying members. Employee requests to cancel membership dues deductions must be directed to the MPOA. Upon notification from the MPOA that an employee has canceled membership dues, the City will promptly cease dues deductions from the employee's paycheck. The MPOA will 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 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.

2.2. Orientation

Employees will be allowed thirty (30) minutes to attend an MPOA orientation scheduled by MPOA within thirty (30) days of hire. One (1) MPOA member is allowed thirty (30) minutes to conduct the orientation. Employees must notify their supervisor reasonably in advance to secure this paid release time. Release time shall not be unreasonably denied.

Article 3- Hours of Work

3.1. FLSA Work Period

All safety employees, regardless of rank, are subject to the Fair Labor Standards Act (FLSA) work period that is fourteen (14) days in length with an FLSA overtime threshold of 86 hours, pursuant to 29 U.S.C. section 207(k).

3.2. Workday

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

3.3. 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.

3.4. 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.

The Chief of Police determines the number of special assignment slots per shift. Employees in special assignments bid based on their time in the unit.

3.5. Rest Periods

Employees may take a twenty (20) 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.

3.6. Meal Period

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

Article 4- Overtime

4.1. Overtime

Employees required to work in excess of eighty (80) 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.

4.2. 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.

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.

4.3. 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.

4.4. 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.

4.5. On-Call

Employees who are required 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 5- Wages

5.1. Salary Schedule

The salary schedule consists of six (6) steps, with approximately five percent (5.0%) between steps.

5.2. Salary Increases

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

All classifications will receive a four percent (4.0%) increase effective July 23, 2025.

All classifications will receive a four percent (4.0%) increase effective July 22, 2026.

5.3. Equity Adjustment

All classifications will receive a three percent (3.0%) increase effective August 5, 2024. This pay is additive with the wages specified above.

5.4. 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 6- Premium Pays

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

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

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

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

6.2. Education Pay

Employees who possess a Bachelor's Degree will receive Education Pay in the amount of six percent (6.0%) of their base hourly rate of pay.

6.3. 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.

6.4. 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.

Article 7- Special Assignments

7.1. Detective Premium

Employees who are routinely and consistently assigned to detectives will receive detective premium in the amount of seven and a half percent (7.5%) of their base hourly rate of pay for the duration of the assignment.

7.2. Field Training Officer (FTO) Pay

Employees 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 for the duration of the assignment.

7.3. Canine Pay

Employees who are routinely and consistently assigned to handle, train, and board a canine will receive an additional three and a half (3.5) hours at one-and-a-half times their regular rate of pay per week for the duration of the assignment.

Article 8- Insurances

8.1. 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 five (5) business days and enroll in a City-provided insurance program.

Participation for the employee's dependents is optional.

8.2. 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. 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.

8.3. 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.

Article 9- Retiree Medical, Dental, and Vision

9.1. 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.

9.2. 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 between January 1, 2007, and June 30, 2024.

Employees in Group 3 consist of employees hired before December 31, 2002, and who retired after June 30, 2024.

Employees in Group 4 consist of employees hired after December 31, 2002.

9.3. 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. 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 \$455.54 monthly for retirees over 65 or \$637.45 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 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 4 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 10- Retirement

10.1. California Public Employees Retirement System (CalPERS)

- A. Employees hired before December 12, 2012, 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.
- B. Employees hired after December 11, 2012, 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.
- C. 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.
- D. 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

10.2. Deferred Compensation Plan

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

Article 11- Leaves

11.1. Vacation Leave

Employees earn vacation leave as follows.

During the first five (5) years of continuous service, full-time employees earn 4.696 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 5.616 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 7.160 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 7.928 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 8.696 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 10.232 hours of vacation leave each biweekly pay period of continuous service to a maximum of 480.00 hours.

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

11.2. 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.

11.3. 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 forty (40) 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.

11.4. 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

11.5. 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 three and a half percent (3.5%) of their base rate of pay in lieu of receiving any other form of holiday compensation.

11.6. 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 they fall below the accrual cap. An employee who is separated from employment for reasons other than retirement forfeit all unused sick leave.

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

Abuse of sick leave may be subject to disciplinary actions.

11.7. 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.

11.8. 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.

11.9. 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.

11.10. 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 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 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.

Article 12- Uniform Allowances

12.1. Uniform Allowance

At the time of hire, new employees will be provided with two (2) uniform pants, two (2) short-sleeved shirts, two (2) long-sleeved shirts, and a jacket. After twelve (12) months of employment, employees will receive a bi-weekly uniform allowance of forty dollars and thirty-eight cents.

12.2. Motorcycle Equipment Allowance

Employees assigned to motorcycle duty will receive one (1) set of the required special equipment: helmet, boots, gloves, jacket, or riding suit, and two (2) pairs of pants. The equipment remains the property of the City. The employee is responsible for replacing worn or damaged equipment. Employees will receive one (1) additional pair of pants annually for the duration of the assignment.

Article 13- 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 14- 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 15- Grievance Procedure

15.1. Grievance Procedure

Grievance. A claimed violation of a specific provision of this Memorandum of Understanding which adversely affects the grievant.

Grievant. An employee, group of employees, or the MPOA filing the grievance.

Workday. A day that the City's main administrative office is open for business.

15.2. Time Limit for Filing Grievance

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

15.3. Procedure

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

15.4. 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 shall answer the grievance in writing.

15.5. Step Two

The answer from the immediate supervisor is final unless the grievance is appealed in writing to the 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 within twenty (20) days.

15.6. 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. The Director of Support Services or designee will discuss the grievance with the grievant at a time mutually agreeable to both parties. Within five (5) workdays after the discussion, the Director of Support Services or designee will provide a written answer.

15.7. 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. The Personnel Board will conduct a hearing and issue a written recommendation to the City Manager for final determination. The City Manager will provide the grievant a final written determination within ten (10) workdays.

15.8. Effect of Time Limits

If, in any step, the city's representative fails to give a 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 to the next step within the time limits provided following the city's answer will be settled based on the city's last answer.

Appendix "A" Salary Schedule

MPOA Wage Summary (Monthly)

Effective PP17-8/5/24

<u>Class</u>	<u>Grade</u>	<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
PD	640	Police Officer	\$7,119	\$7,474	\$7,848	\$8,241	\$8,653	\$9,085
PD	680	Police Sergeant	\$8,644	\$9,077	\$9,531	\$10,007	\$10,507	\$11,033

MPOA Wage Summary (Monthly)

Effective PP14-6/23/25

<u>Class</u>	<u>Grade</u>	<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
PD	640	Police Officer	\$7,403	\$7,773	\$8,162	\$8,570	\$8,999	\$9,449
PD	680	Police Sergeant	\$8,990	\$9,440	\$9,912	\$10,407	\$10,928	\$11,474

MPOA Wage Summary (Monthly)

Effective PP14-6/22/24

<u>Class</u>	<u>Grade</u>	<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
PD	640	Police Officer	\$7,699	\$8,084	\$8,489	\$8,913	\$9,359	\$9,827
PD	680	Police Sergeant	\$9,350	\$9,817	\$10,308	\$10,824	\$11,365	\$11,933

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

Article 16- No Strike

The MPOA 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. If any concerted action as described above occurs, the MPOA will notify its members that their activity is a violation of this Agreement, that the concerted action must cease, and that the members must return to work.

The MPOA 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 MPOA.

Article 17- Severability

If any article or section of this Agreement is found invalid, unlawful, or unenforceable because 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 MPOA will meet within thirty (30) days to discuss the provision.

Article 18- Term

This Agreement supersedes all prior written agreements, memorandums of understanding, and side letters. It fully and completely incorporates the parties' understanding and constitutes the sole and entire understanding between the parties regarding the provisions contained in this Agreement. This Agreement is effective August 4, 2024, through June 30, 2027.

Date: _____

City of Merced



Scott McBride
City Manager



Frank Quintero
Deputy City Manager

Date: _____

Merced Police Officers' Association



Jeff Horn



Nate McKinnon



Suzanne Fierro
Human Resources Manager



Taylor Rocha



Michael W. Jarvis
Liebert Cassidy Whitmore



Matt Calcagno

Lina Balciunas Cockrell
Messing Adam & Jasmine

Date ____/____/____

Time ____:____

Side Letter
Between
The City of Merced
And the
Merced Police Officers Association (POA)

RE: POST Pay and Vacation Cashout for 2024

The City of Merced (City) and the Merced Police Officers Association (POA) have met and conferred in good faith in reaching this agreement regarding POST Pay and Vacation Cash-Out for 2024.

Peace Officers Standards and Training (POST) Incentive Pay

From August 5, 2024, through September 15, 2024, POST Pay will be paid as follows:

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

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

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

Effective September 16, 2024, POST Pay will be paid per the MOU between the City and the POA, dated August 5, 2024. The POA acknowledges that the maximum POST pay for a Sergeant is five percent (5.0%).

2024 Vacation Cash-Outs

For 2024 only, employees with a minimum of 100 hours of vacation leave may elect to cash out forty (40) hours of vacation.

For the City of Merced:

Date: 12/5/2024

DocuSigned by:

Scott McBride

8B410DF3076A464...

D.Scott McBride
City Manager

For the POA:

Date: 12/4/2024

Signed by:

Lina Balciunas Cockrell

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Lina Balciunas Cockrell