

AGREEMENT BETWEEN THE CITY OF CERES AND
CERES PUBLIC SAFETY MANAGERS

Section I. RECOGNITION

- A. The City of Ceres and the Ceres Public Safety Managers group agree that for purposes of administration, this agreement shall pertain to the following positions:

Public Safety Managers

Police Captain
Police Lieutenant

- B. The City shall have the right to extend this agreement or modify the above to include other positions as it may deem necessary for the conduct of City business.
- C. The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee these classifications or titles will continue to be utilized by the City, and neither is it an assurance by the City the positions will be budgeted or filled.
- D. In the event the Ceres Public Safety Managers requests that the City deduct dues from employee payroll on behalf of the Association, the City and the Association will agree on a "Hold Harmless" provision in advance of any deduction.
- E. Effective January 1, 2018, the City shall provide the Group with a roster of current bargaining unit members every 120 days. The City shall give the Group a minimum of two business days' notice prior to the orientation of a new bargaining unit member.

Section II. COMPENSATION

A. Salary Adjustments

The city agrees to provide the following wage adjustments:

In year one, three (3%) percent wage increase & nine (9) percent equity adjustment following the first full pay period after ratification and council approval (full 12% pensionable). In year two, three (3%) percent the first full pay period following July 1, 2022. In year three, three (3%) percent the first full pay period following July 1, 2023.

B. ARPA Funds:

Full time employees shall receive two one-time lump sum amounts of ARPA Fund payments of \$5,000.00. This amount shall not be pensionable and will not be included in the regular rate of pay for overtime purposes.

Full time employees hired on or prior to March 1, 2020, and still employed at the time of ratification of this contract shall be issued payment of five thousand (\$5,000) dollars within two pay-periods of ratification of this agreement and City Council approval.

Full time employees hired on or prior to October 1, 2021, and still employed as of October 1, 2022, shall be issued the second payment of five thousand (\$5,000) dollars within two pay-periods following October 1, 2022.

Section III. SALARY STEPS

To increase retention and recruitment a new salary scale will be effective July 1, 2022.

	Grade	A	B	C	D	E	F
Police Captain	J85	10,767	11,305	11,871	12,464	13,087	13,741
Police Lieutenant	J80	9,516	9,992	10,492	11,016	11,567	12,146

Members currently at F step, would be moved to E step without any changes to their current salary. Current members affected by the move to E step, will be eligible for F step in conjunction with the personnel rules 9.1

The Salary Administration of the City shall be as follows:

- A. Step A: The first salary step is the minimum rate and will normally be the hiring rate. Appointment may be made to other than the normal entering salary step upon recommendation of the Department Head and upon the approval of the City Manager.
- B. Step B: The second salary step: Six (6) months of satisfactory service at the first salary step A shall make an employee eligible.
- C. Step C: The third salary step: Twelve (12) months of satisfactory service at the second salary step B normally shall make an employee eligible.
- D. Step D: The fourth salary step: Twelve (12) months of satisfactory service at the third salary step C and the recommendation of the Department Head with the approval of the City Manager shall be required for advancement to this step.
- E. Step E: The fifth salary step: Twelve (12) months of satisfactory service at the fourth salary step D and the recommendation of the Department Head with the approval of the City Manager shall be required for advancement to this step.
- F. Step F: The sixth salary step: Twelve (12) months of satisfactory service at the fifth salary step E and the recommendation of the Department Head with the approval of the City Manager shall be required for advancement to this step.

Section IV. HEALTH & WELFARE

A. Term Life Insurance

1. During the term of this agreement, the City shall provide each employee covered by this agreement with a paid term life insurance policy equal to one time annual salary not to exceed \$ 50,000 policy value.
2. The City reserves the right to provide this life insurance through a self insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City.

B. Health Benefits

Effective with the plan year beginning January 1, 2017, the following terms shall apply:

1. All employees must enroll in an available City medical plan unless they opt out. In order to opt out, an employee must provide the following:
 - a. proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and
 - b. the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment.
2. The City shall contribute the following amounts toward the combined premiums for medical, dental and vision on a semi-monthly basis (24 pay periods).¹ The City's contribution shall not exceed the actual premiums, or the contribution amount stated herein, whichever is less. The employee shall be responsible for the balance of premiums, if any.
 - a. \$355 semi-monthly (\$710 monthly) for employees enrolled in Employee-Only medical coverage.
 - b. \$735 semi-monthly (\$1,470 monthly) for employees enrolled in Employee + 1 medical coverage.
 - c. \$1045 semi-monthly (\$2,090 monthly) for employees enrolled in Employee + Family (more than one dependent) medical coverage.

3. The City shall pay one hundred percent (100%) of the dental and vision premiums for employees who waive medical coverage.
4. Employees who waive medical coverage shall receive \$100 semi-monthly (\$200 monthly) taxable compensation.
5. The City shall continue a Section 125 program for pre-tax deductions for the employee share of medical, dental and vision insurance premiums.
6. Benefits shall stop at the end of the month when City employment is ended for any reason. All coverage, except as required to be offered or extended under federal and state law, shall end.

There is no responsibility on the part of the City to pay, either in money or premiums, any remaining City or employee obligations beyond the month of termination of an employee's employment.

Cash payment for medical waivers will be paid only through the end of the month in which an employee's employment terminated. Such payment will be included in an employee's final pay received from the City.

Any outstanding premiums required to continue benefits through the end of the month of an employee's termination of City employment will be withheld from the final pay received from the City.

The City retains the discretion to select the City plan(s) each year. In the event the City makes changes to the plan selection, the Group will receive advance notice and opportunity to discuss concerns regarding changes.

C. Other Voluntary Benefits

Through a Section 125 program and effective with the plan year beginning January 1, 2017, the City shall provide each employee a \$1,200 annual allowance for payment of pre-tax life/AD&D, long-term disability and other supplemental insurance premiums, and contributions to Flexible Spending Accounts (daycare and unreimbursed medical expenses) or Health Savings Account (HSA).

The selection of these benefits is voluntary on the part of the employees.

The allowance shall be provided on a semi-monthly basis—\$50 over 24 pay periods.

The City shall continue a Section 125 program for pre-tax deductions for the employee share of life/AD&D, long-term disability or other supplemental insurance premiums, and for Flexible Spending Accounts (daycare and unreimbursed Medical expenses) or Health Savings Account (HSA).

The City retains the discretion to select the voluntary benefit plans offered to employees. In the event the City makes changes to the plan selection, the Association will receive advance notice and opportunity to discuss concerns regarding the changes.

Section V. LEAVES

A. Sick Leave and Sick Leave Conversion

1. Sick leave accumulation for employees who work a forty (40) hour workweek shall be one day [eight (8 hours)] per month (3.69 hours per pay period) for a total of 96 hours per year. Sick leave accumulation is unlimited.
2. An employee who works a forty (40) hour workweek and has not taken more than 36 hours of sick leave during the twelve (12) month period beginning the first pay period in January and ending the last pay period in December of each year (excluding sick leave used concurrently with protected leave) shall be entitled to convert up to 24 hours of unused sick leave to pay or leave with pay. Providing that at no time shall the employee's sick leave balance fall below 192 hours.
3. During open enrollment each year, employees may elect to contribute 40 hours of sick leave to their individual deferred compensation account to occur in the first pay period of January.
4. Accumulated sick leave shall be paid at 50% of the accumulated balance upon retirement from City service at the employee's current hourly rate of pay. Accumulated sick leave shall not be paid at separation of service for any other reason. For the purpose of this section, the term "retirement" is defined, understood and intended to mean an employee's separation from employment with the City at a time when the employee qualifies for pension benefits through the 1937 Act Retirement System, concurrent with the filing of an application by the member for retirement benefits and subsequent notification by the administrators of the 1937 Act Retirement System of approval of the application and the right of the member to commence receipt of current benefits from the retirement system. Discontinuing paid work for the City under any circumstances other than defined herein, or election by the employee for deferral of retirement payments, are not considered as "retirement" for eligibility to receive payment for a portion of any unused sick leave benefits as stated herein.

B. Vacation

1. Full time employees assigned to a forty (40) hour workweek shall accrue vacation time as follows:

Years of Continuous Service	Hours Earned Per Pay Period	Annual
1-4	3.08	10 (8 hour) Days
5-10	4.62	15 (8 hour) Days
11-19	6.15	20 (8 hour) Days
20+		1 (8 hour) Addl. Day per year for each year over 20 to maximum of 25 days per year

2. Full time employees who work a forty (40) hour workweek, the maximum vacation accumulation shall be 480 hours. Effective January 1, 2001, vacation accrual will stop when an employee in this group reaches 480 hours of accrued vacation time. Vacation accrual will resume once the vacation balance has been reduced.
4. Vacation hours paid at separation of service shall be paid at the employee's current hourly rate of pay and shall be limited to an employee's current accumulated vacation balance and limited to 480 hours for an employee who works a forty (40) hour workweek.
5. Any employee may convert up to thirty (30) hours of accrued vacation leave per fiscal year into cash. Payment will be at the employee's current hourly rate of pay (1:1 ratio).

This right to annually convert accrued vacation to cash is suspended for the term of this contract.

C. Paid Holidays

1. Employees who work a forty (40) hour workweek shall receive the following paid holidays:
 - (1) New Year's Day
 - (2) Martin Luther King, Jr. Day
 - (3) President's Day
 - (4) Memorial Day
 - (5) Independence Day
 - (6) Labor Day
 - (7) Veteran's Day
 - (8) Thanksgiving Day
 - (9) The Day after Thanksgiving
 - (10) Christmas Eve Day
 - (11) Christmas Day
 - (12) New Year's Eve Day
 - (13) One (1) personal holiday to be selected by the employee who has completed at least six (6) months of employment with the City. Said

holiday shall be one (1) per employment year and does not accrue from year to year.

D. Management Leave

1. Employees of this group are declared as exempt under FLSA executive exemption guidelines.
2. Employees shall receive ten (10) management days (eighty (80) hours) of leave per year. Management leave must be used in the fiscal year in which it is earned or will be lost. Unused management leave does not accumulate from year to year.

E. Jury Duty and Witness Appearances

1. Employees who are called or required to serve as a trial juror, or as a witness under subpoena who is not a party to a court action, shall be granted leave for such purpose upon notification and appropriate verification of the period of required absence submitted to his/her supervisor. The employee shall be paid regular salary for the time served as a juror or witness under subpoena as above, provided the jury or witness fees paid to the employee are deposited with the City.
2. Employees who are called or required to serve as a trial juror, or as a witness under subpoena who is not a party to a court action, shall be considered to be on the payroll at the start of their assigned shift and during the course of their assigned (48 hour) shift. They will not be required to submit time off requests to cover any portion of an assigned (48 hour) shift to serve as a trial juror, or as a witness under subpoena.

The employee shall be paid regular salary for the leave time, provided the jury or witness fees paid to the employee are deposited with the City.

3. Any employee who, on their day(s) off are required to appear as a witness for the City shall receive a minimum of four (4) hour at time and one-half pay.

F. Bereavement Leave

When death occurs to member of an employee's immediate family; bereavement leave shall be granted at full pay and shall not be charged against the employee's accrued vacation or sick leave. Request for bereavement leave with pay up to five (5) working days (non-shift), shall be granted. The immediate family shall include the spouse, registered domestic partner, mother, step-mother, father, step-father, grandparents and step grandparents, son, daughter, brother, sister, step children or foster child of the employee or employee's spouse or registered domestic partner. Such leave does not accrue or have any cash value.

In the event of the death of a person not immediately related to an employee, as defined above, the employee's department head may grant up to five (5) working

days (non-shift) of leave to be charged against the employee's accrued sick leave. If in the event the employee does not have sufficient amount of sick leave to cover the charged shifts the employee's vacation or CTO leave may be used. The amount of leave (sick leave, vacation, and/or CTO) granted to the employee shall be a minimum of six (6) consecutive calendar days if requested.

Section VI. OVERTIME

The parties agree that all employees in this bargaining group are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA).

Section VII. MISCELLANEOUS BENEFITS

A. Retirement

1. Effective January 1, 2005, the City provided enhanced retirement benefits pursuant to the formula outlined in Government Code Section 31664.1, commonly known as 3% at 50 for the safety employees, calculated on the single highest year of compensation.
2. Unit members hired on and after January 1, 2013 and designated as "new members" to StanCERA who are miscellaneous employees shall be enrolled in the 2.7 % @ 57 retirement formula as required by law under the California Public Employees' Pension Reform Act ("PEPRA" – AB 340/SB 197). As required under PEPRA, "new members" shall:
 - a. Have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months.
3. Effective the first full pay period following ratification of the MOU by the Association and approval by the City Council, classic employees shall pay full employee retirement contribution. (Currently approximately 12%).

Employee's contribution shall be vested in the name of the employee as permitted under the rules and regulations of the 1937 Act Stanislaus County Retirement System.

4. Upon attaining 30 years of service with the City or attaining the maximum employee benefit contribution requirement under the 1937 Act Stanislaus County Employees' Retirement System, the City shall continue to pay only the qualifying member's employee portion of the retirement contribution into a City-approved deferred compensation plan. The employee must designate, in the proper written format, into which plan the funds are to be disbursed in their name. The deferred compensation contribution, in lieu of the retirement payment, shall be effective with the first payroll period following the member's satisfaction of the 1937 Act maximum contribution attainment. The City's maximum obligation for deferred compensation contribution in lieu of

retirement payments for the remainder of the employee's tenure with the City will be only for that actual amount being paid by the City for the member portion when the employee attained 30 years of service or maximum employee benefit contribution requirements under the 1937 Act.

B. Retiree Health Savings Account

Sick leave shall be paid upon retirement of the employee from the City's service at the current salary rate then being paid to the employee by the City of Ceres. A member of this unit will be paid 50% of their unused accumulated sick leave at retirement. The member will have the option to cash out the eligible portion or contribute to a retirement health savings plan.

C. Memberships

Annual dues will be paid for employees in this unit for one service club or organization in the Ceres community. Discretion as to the appropriateness of the club or organization shall rest with the City Manager. Any time spent in service to such club or organization shall be strictly voluntarily and shall not constitute hours worked for the City.

D. Uniform Allowance

Each employee will be reimbursed for replacement uniforms per 12-month fiscal year up to a maximum reimbursement cost of \$1,150.

E. Educational Incentives

1. To promote highly trained and skilled professionals, the City is willing to provide education incentive to those individuals who demonstrate their improved education level. Education must be from an accredited college. The method for demonstrating improvement shall be the acquisition of certificates issued by the Peace Officers Standards and Training. The incentive provided shall be as follows:
2. For those individuals who currently have, or who obtain during the terms and conditions of this contract, an Intermediate Certificate issued by the Commission on Peace Officers Standards and Training, and between 30 and 60 acceptable college units, the City will provide an additional pay incentive of two and on-half percent (2 ½%).
3. For those individuals who currently have, or who obtain during the terms and conditions of this contract, an Intermediate Certificate issued by the Commission on Peace Officers Standards and Training, and between 61 and 90 acceptable college units shall receive an additional pay incentive of five percent (5%).
4. For those individuals who currently have, or who obtain during the terms and

conditions of this contract, an Advanced Certificate issued by the Commission on Peace Officers Standards and Training and less than 90 acceptable college units, shall receive an additional pay incentive of seven and one-half percent (7.5%).

5. For those individuals who currently have, or who obtain during the terms and conditions of this contract, and Management Certificate issued by the Commission on Peace Officers Standards and Training, and a bachelor's degree, shall receive an additional pay incentive of ten percent (10%).
6. For those individuals who currently have, or who obtain during the terms and conditions of this contract, and Management Certificate issued by the Commission on Peace Officers Standards and Training, and a master's degree, shall receive an additional pay incentive of twelve and one-half percent (12.5%).
7. It shall be the employee's responsibility to request and ensure that the proper documentation to obtain educational incentive pay is submitted to the department. Documentation and request for educational incentive pay is required for each level obtained. Educational incentive pay is effective from the date the written request is approved by the department.
8. Acceptable college units will be determined by the appropriate college catalog under which the employee is enrolled. The college shall provide proof of a declared major and the date of the appropriate catalog. Any question as to the validity of acceptable units shall be determined by the college in which the employee is enrolled.
9. The percentages shall be applied singularly and not compounded, i.e., two and one-half percent (2 ½%) for Intermediate Certificate and an additional five percent (5%) for higher educational attainment shall not be combined to be 7.5%.

F. Professional Development

1. As an incentive for further individual professional and managerial growth for each employee, the professional development allowance will be \$750. Independent of, supplemental to, and not to be used as a substitution for or in conjunction with other budgeted City funds for training or conferences, the purpose of this benefit will be to assist in the payment of expenses for the employee to attend a national or international professional conference associated with or related to the employee profession and responsibilities with this City, enrollment in pertinent management training courses, enrollment in academic/educational classes or curriculum relative to their City employment, and/or payment for applicable tuition, books, or reference resources.
2. Each employee shall obtain the City Manager's written approval of their intended use of said professional development funds prior to each encumbrance or expenditure. The annual allocation of funds for this purpose

may be carried over into one subsequent fiscal year. No portion of these monies shall be provided to the employee for cash purposes or as additional compensation during employment or upon separation from employment.

G. Extension of Re-Employment List

Employees laid-off from employment in accordance with Ceres Personnel Rule XVI. Layoff Policies and Procedure shall be maintained upon the City's re-employment list for three (3) consecutive years while employees who are demoted shall have five (5) consecutive years in which to be reinstated to a previously held position.

I. Continuation of Benefits

Other health and welfare benefits (excluding pension) not specifically stated in this agreement or in the City's personnel rules shall be granted pursuant to the agreement with the Miscellaneous Bargaining Unit and shall continue in full force and effect for this group.

Section VIII. CITY RIGHTS

It is understood and agreed that it is the interest and prerogative of the City to operate and manage its affairs to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive prerogative to: determine its organization; direct work of its employees, determine the times and hours of site operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required to maintain the efficiency of employer operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take appropriate action on any matter in the event of an emergency. The City retains the rights to hire, lay-off, assign, evaluate, promote, transfer, terminate, and rehire employees, as long as it does not violate the provisions of this Agreement. It is understood and agreed that applicable law governs this provision and that it is in the party's interest and the prerogative of the City to operate and manage its affairs to the full extent of the law.

Section IX. TERM OF AGREEMENT

The term of this agreement shall be from July 1, 2021 through June 30, 2024.

In the event the City makes changes to the Personnel Rules during the term of the agreement, the City will provide the Group with the opportunity to meet and confer over the changes as required by law.

CITY OF CERES

Dated: 12/14, 2021



Alex Terrazas
Interim City Manager



Theresa Roland
Director of Human Resources

CERES PUBLIC SAFETY MANAGERS

Dated: 12/14, 2021



Captain Pat Crane
Ceres Public Safety Managers



Lt James Yandell
Ceres Public Safety Managers

Resolution 2021-129
December 13, 2021