MEMORANDUM OF UNDERSTANDING

between

CITY OF CERES

and

CERES POLICE OFFICERS' ASSOCIATION

July 1, 2014 – June 30, 2016

AGREEMENT BETWEEN THE CITY OF CERES AND THE CERES POLICE OFFICERS' ASSOCIATION

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AGREEMENT
Between
THE CITY OF CERES
And
THE CERES POLICE OFFICERS' ASSOCIATION

ARTICLE I
PREAMBLE

SECTION 1.1. Sole Compensation and Benefits

The following shall be the sole compensation and fringe benefits applicable to employees of the Ceres Police Officers' Association (CPOA) and is all encompassing and supersedes all previous memoranda of understanding and agreements entered into between the City of Ceres and The Ceres Police Officers' Association. Except as modified or changed by the provisions of this Agreement, all provisions contained in any existing city ordinance, resolution, or any other policy of the City Council, or any existing departmental procedures or policies shall remain in full force and effect, and may be modified or changed so long as such modification or change is not inconsistent with the provisions of this Agreement.

SECTION 1.2. Term of Agreement

This Agreement for terms and conditions of employment shall remain in effect for a period of twenty four months (24) commencing on July 1, 2014 and ending June 30, 2016. The provisions of this Agreement will continue thereafter until such time as a new Agreement is negotiated except for those provisions that are identified to expire.

SECTION 1.3. Reopen of Negotiations During Term of Agreement

For fiscal year 2015-2016, the parties shall meet and confer concerning the potential return of remaining concessions which were implemented effective July 1, 2010.

During these negotiations or any subsequent negotiations in which the concessions are still in effect, the parties will begin negotiations from pre-concession bargaining positions; but are not limited to concession issues. It is the goal of the parties to eliminate the remaining concessions as soon as the City Council determines it is fiscally prudent.

ARTICLE II
RECOGNITION

SECTION 2.1. Exclusive Representative

The City of Ceres recognizes the Ceres Police Officers' Association as the sole and exclusive representative as provided in the City's Employer/Employee Relations Resolution for regularly employed, full-time employees of the Ceres Police Officers' Association which includes all sworn officers and sergeants.

SECTION 2.2. Payroll Deduction

The City agrees to enter into a payroll deduction plan with employees of the Ceres Police Officers' Association with respect to credit union membership, representation fees, and CPOA dues. The Association shall defend, indemnify and hold the City harmless from any and all liability resulting from any claims, demands, lawsuits, or any other action arising from compliance with the provisions of the dues deduction provision in this Agreement.

ARTICLE III
SALARIES

SECTION 3.1. Salary

a. Salaries are set at the rates last established under the agreement for Fiscal Year 2009-2010. During the term of this Agreement, effective July 1, 2014 through June 30, 2015, salaries will be reduced by two percent (2%), for a net 3% increase from the status

quo. Effective July 1, 2015 through June 30, 2016, salaries will be increased by two percent (2%) bringing base salary ranges back to the levels established under the agreement for Fiscal Year 2009-2010.

SECTION 3.2. Salary Ranges

For the purposes of this Agreement, Range 36U applies to sworn Peace Officers, Range 40U applies to Sergeants. The salary rate schedule is attached hereto and made a part hereof as Attachment 1.

SECTION 3.3. Salary Steps

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.

ARTICLE IV
BENEFITS

SECTION 4.1. Cafeteria Plan

a. The City agrees to a qualified Section 125 cafeteria benefit selection plan during the term of this Agreement. Such plan shall include health and welfare selection options offered by the City for health, dental, vision, and term life plans. The cafeteria plan year is on a calendar year term, January 1 - December 31.

b. A term life insurance policy shall be in an amount equal to one times annual salary to $50,000 maximum coverage.

c. As used in this Agreement, and specifically this section, "core benefits" are defined as health, dental, and vision care plans available through the City during the term of this Agreement.

d. The City shall provide a monthly allowance for each employee covered and eligible for core benefits as defined in this Section 1c. for the selection of benefits offered in the cafeteria plan.

e. The allowance shall be paid monthly as follows:

1. Effective July 1, 2014 and for the duration of this agreement, the maximum core benefit allowance for "classic members" to the Stanislaus County Retirement System shall be $1,518.00.
2. Effective July 1, 2014 and for the duration of this agreement, the maximum core benefit allowance for "new members" to the Stanislaus County Retirement System (members hired on or after January 1, 2013) shall be $1,218.00.

f. In the event an employee does not utilize the full dollar allowance per month for benefits, such employee shall receive 90% of the cash allowance remaining paid in 24 bi-weekly taxable payments issued with an employee's regular compensation paycheck during the plan year. Employees agree that 10% is for payment of payroll related taxes and administrative costs to process cash payments in lieu of benefits.

g. Cafeteria selections are made annually in writing and in the form designated by the City, during the month of November each year for the next cafeteria year. Selections will be binding for that selection year. Modification to selections, per IRS regulations governing Section 125 plans, will be only as allowed under IRS regulations; i.e., loss of coverage from another source.

h. Benefits selected under the cafeteria plan shall stop at the end of the month when City employment is ended for any reason. All insured 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 chosen through the cafeteria plan beyond the month of termination of an employee's employment. Cash payment of the allowance will be paid only through the end of the month in which an employee's employment terminated. Such cash payment will be included in an employee's final paycheck received from the City and per the terms of paragraph f. above. 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.

ARTICLE V
RETIREMENT

SECTION 5.1. Membership

The City shall continue membership in the Stanislaus 1937 Act Retirement Plan.

SECTION 5.2 Retirement Benefits

For employees hired before the date the City establishes a new pension tier with StanCERA, the City shall provide retirement benefits pursuant to the formula outlined in Government Code Section 31664.1, commonly known as 3% at 50, calculated on the single highest year.

The California Public Employees' Pension Reform Act of 2013 (PEPRA)

Any provision in this Agreement which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.

Unit members hired on and after January 1, 2013, and designated as "new members" to StanCERA who are safety employees shall be enrolled in the 2.7% @ 57 retirement formula as required by law under PEPRA. As required under PEPRA, "new members" shall:

- Individually pay an initial Member contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater; and

- Have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months.

SECTION 5.3 Retirement Incentive

Employees retiring from City service prior to December 31, 2012, and who are not

at their top salary step within their classification shall be exempt from concessions agreed to by CPOA for a period of 12 months prior to their identified retirement date. In order to receive this exemption, retiring employees must submit an irrevocable notice to their department head identifying the date of their retirement/separation. Employees must be eligible for a service retirement upon the identified date of retirement in order to receive this exemption. Employees may request Department Head approval to extend their planned retirement date, however any approved extension shall require an adjustment of salary deductions and/or special accrued leave time to ensure that the employee does not receive any more compensation than if the employee did not receive this exemption.

SECTION 5.4 City/Employee Contribution

During the term of this agreement, the City shall pay 100% of the employee's contribution, minus $300, for "classic members" to the Stanislaus County Retirement System. Classic members of the Stanislaus County Retirement System shall contribute $300 toward their retirement.

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. (Delete remainder)

SECTION 5.5 Deferred Compensation and Retiree Health Benefits

a. During open enrollment each year, members of the CPOA may contribute 40 hours per year of a combination of sick and/or vacation leave to their individual deferred compensation account in the first pay period of January each year.

b. Upon retirement, employees may contribute to their individual deferred compensation account any unused accrued vacation, CTO or holiday time in whole or in part, as allowed in section 7.3a of this agreement.

c. Upon Association request, the City will permit all employees in the bargaining unit to enroll in a retiree health savings plan as designated by the bargaining unit (including the City's existing plan) at no cost to the City.

ARTICLE VI
UNIFORMS

SECTION 6.1. Uniform Allowance

a. For the term of this Agreement the annual uniform allowance shall be $1,150.

b. The annual uniform allowance is to provide for all costs for uniform care including alterations, cleaning, repair, purchase and replacement of duty uniform clothing, and uniform related accessories, i.e., shoes, name badges, inclement weather gear, hats, etc. Uniforms damaged in the line of duty may be replaced by the department upon proper application through departmental procedures. All uniform and uniform-related items worn are to be approved and recognized by the department as proper duty-uniform pieces. Items specifically excluded from uniform allowance purchase are those deemed to be safety items by the department and listed in Section 6.4, of this Article VI.

c. The uniform allowance will be paid to each employee under this agreement in two fifty percent (50%) payments per year, on the regular issued payroll check. One- half the allowance will be paid on second payroll issued in June. The second half of the allowance will be paid on the second payroll issued in December.

d. It is understood that the department has maintained a high standard for officer and uniform appearance. Each employee shall agree to maintain and care for uniforms in a manner that continues, and will in the future continue, to meet appearance and uniform standards as directed by the department.

e. The City shall pay the same uniform allowance under the same terms as Section 6.1.b. above per year to officers assigned to plain clothes duty. The uniform allowance covers all items as listed in Section 6.1.b. above in the event an employee is assigned from plain clothes duty to patrol or engages in patrol activities.

f. The City shall pay uniform allowance, on a pro-rated basis to any employee leaving City service. Payment of pro-rated uniform allowance will be part of the employee's final compensation.

SECTION 6.2. Recruit Uniforms

a. The City agrees to provide recruit officers entering the police service, at the time of appointment, the following:

Two (2) shirts, long sleeve
Two (2) shirts, short sleeve
Two (2) trousers
One (1) cap
One (1) utility jacket
One (1) necktie

b. The uniform allowance for an entry officer shall be pro rated beginning with the next month following the date of hire through the remainder of the calendar year.

SECTION 6.3. Special Assignment Issue

a. The City agrees to purchase the following initial equipment upon appointment of an employee to a special assignment:

1) Motorcycle Officer
Helmet
Eye protection (day and night)
Winter/summer gloves
Riding pants
Riding boots
One (1) set (pant and\or shirt) per year upon department approval.

2) SWAT Team

Eye protection
Balaclava
Helmet
Nomex gloves

b. The assigned employee thereafter shall be responsible for care, natural wear and tear, replacement, excluding items damaged in the line of duty and additional items as per the terms of Section 6.1. of this Article VI during the remainder of the assignment.

SECTION 6.4. Uniform Safety Equipment

a The City and the Association agree that certain items are considered safety equipment and department issued. Such department issued safety equipment shall include, but not be necessarily limited to:

1. Bulletproof vest.
2. Weapon and three magazines approved by the department for use.
3. Duty leather to accompany dept issued equipment.
4. Handcuffs
5. O.C. spray
6. Baton
7. Flashlight

b. The above items are considered issued items and City property and as such the employee is responsible for maintenance and care of the above items. The items will be considered for replacement upon determination by the department designee as to have sustained normal wear and tear to no longer be serviceable or damaged in the line of duty. Replacement under other circumstances remains at the discretion of the department.

ARTICLE VII
LEAVE PROVISIONS

SECTION 7.1. Sick Leave and Sick Leave Conversion

a. Each full time employee will receive eight (8) hours sick leave for each full month of

employment, to a total of ninety-six (96) hours per year. Each employee of the CPOA shall be allowed to accumulate an unlimited amount of sick leave.

b. Any employee covered by this Agreement who has not taken more than the equivalent of

4.5 days of sick leave (excluding sick leave used concurrently with protected 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 shall be entitled to convert 24 hours of unused sick leave to pay or leave with pay or contribute to their individual deferred compensation account, providing that at no time, including the 24 hour conversion, shall the employee's sick leave balance fall below 192 hours.

SECTION 7.2. Sick Leave Abuse

The City Manager or department head shall have the authority to demand certification of sick leave by a licensed physician, dentist, or other recognized health practitioner. Normally this certification will only be required from those individuals who have established a record clearly identifiable as potential abuse. Examples of said abuse may be, but are not limited to, the following:

a. A recognizable trend of sick leave abuse involving sick leave days being used to extend normal days off.

b. An excessive use of sick leave. Excessive use is defined as sick leave use which exceeds the average sick time usage of the department within any twelve month period. Any major illness or injury or other extenuating circumstance, should be noted when determining excessive use.

c. Any other developable trend which could cause suspicion, when documented, as abuse of sick leave.

SECTION 7.3. Sick Leave Compensation

a. Fifty percent, 50%, of unused sick leave shall be paid as compensation at retirement or contributed to the employees deferred compensation account in accordance with Section 5.5(b) as determined by the employee. Sick leave shall be paid at retirement at the current salary rate the employee is receiving from the City.

b. Definition of Retirement. For the purpose of this Section, the term "retiring" 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 whether service or non service connected through the 1937 Act Retirement System, concurrent with the filing of an application by the employee 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 employee to commence receipt of current benefits from the retirement system. Discontinuance of paid work for the City under any circumstances other than defined herein, or election by the employee for deferral of retirement payments, is not considered as "retiring" for eligibility to receive payment for a portion of any unused sick leave benefit as stated herein.

SECTION 7.4 Payment of Uniform Allowance and Assignment Pay on Non- Industrial Disability

a. Uniform allowance shall stop at the end of the 12th consecutive week of non industrial disability leave and will not resume until the employee returns to duty. The allowance will resume on a pro-rated basis upon the employee's return to duty and paid in accordance with Section 6.1.a herein.

b. Special assignment pay for employees shall stop at the end of the 12th consecutive

week of non industrial disability leave. Assignment pay may resume upon an employee's return to duty and reassignment to special duty by the Director of Public Safety or designee.

SECTION 7.5 Leave for Department Promotional Exams

a. Off-duty employees participating in department promotional exams will not be paid overtime if they elect to take part in department promotional exams.

b. Employees who are on-duty during the time of the exam shall be given release time to attend the examinations. Release time is compensable.

c. If the department promotional exam is on the off-duty time of the employee and the employee is scheduled to work a shift following or prior to the scheduled department promotional exam, the employee will work the shift unless they make arrangements to submit for the time off.

d. If the department promotional exam is during the employee's scheduled shift, the time spent during the department promotional exam process is paid and the employee is considered on duty. The employee must finish their shift upon completing the department promotional exam. If the employee chooses not to complete their shift, they must submit for time off to cover the time that remains on their scheduled shift.

SECTION 7.6 Shift Trades and Early Relief

a. The practice of shift trading shall be voluntary on the part of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay or other extra compensation will be waived for both

individuals during the period they work for the other. Any hours worked beyond the normal work day will be credited to the individual actually doing the work.

1. "Paybacks" of shift trades are the obligation of the two employees involved in the trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.
2. A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").
3. If one individual fails to appear for the other (regardless of the reason the person who was "traded in" will be listed as absent without leave and may be subject to disciplinary action.

b. Early Relief (Partial Shift Trades)

The practice of early shift relief shall be voluntary on the part of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief.

"Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation

whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

SECTION 7.7 Holidays

a. Employees on the 4/10 or 4/11 work schedule receive twelve (12) holidays per calendar year, credited at ten (10) hours per holiday. The 120 hours of accrued holiday time is effective the first pay period of the new calendar year. This credit is to recognize that employees may be required to work on an observed city holiday. Holiday time credit will be pro-rated for all newly hired employees in their initial calendar year.

b. Employees on the 4/10 or 4/11 work schedule who take the holiday off will be charged 10 hours for the holiday.

c. Holidays not taken by December 31 for holidays accrued in the calendar year shall be paid to an employee at the employee's hourly pay as of December 31, the second pay period in January of the following calendar year. Unused holiday time shall not be allowed to accrue or carried forward from one calendar year to the next calendar year.

d. During the term of this agreement, July 1, 2014 through June 30, 2016, employees shall not accrue holiday time (i.e., they shall not be allowed to cash out or take Holiday time off). This will result in a forfeiture of 240 hours of holiday time per employee during fiscal years 2014-15 and 2015-16, as described in this Section (an estimated cost savings of approximately $278,000 per fiscal year (5% concession)). Employees will forfeit ten hours per month (sixty (60) hours between July 1, 2014 and December 31, 2014; one hundred twenty (120) hours in 2015; and sixty (60) hours between January 1, 2016 and June 30, 2016.

Holiday leave credited for calendar year 2010 and 2011 shall be maintained in a

separate leave account and may be taken as paid time off as determined by the employee with supervisory approval. There shall never be a monetary or cash value of this leave earned during calendar year 2010 and 2011, even if severing employment.

e. Employees assigned to other than a 4-10 or 4/11 shift plan observe the holidays as listed in paragraph 7.7.h. below.

f. City shall audit the holidays used by an employee and the holidays which have been observed by the City upon employee's termination, resignation, reassignment to a 5/2 (5 days on, 2 days off) shift, or retirement from the City. The City shall deduct any owed holiday time from accumulated vacation, CTO, or if accumulated time is not sufficient, from the final pay issued upon ending city employment for holiday time used, but not yet observed by the City in that calendar year.

g. Accumulated holidays shall be paid to an employee at the hourly rate of pay calculated on a 260 day, 2,080 hour work year upon termination, resignation, or retirement from City service.

h. Holidays are as follows:

New Years Day
Martin Luther King Day
Presidents' Day
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day & day after
One-half day Christmas Eve and one-half day New Year's Eve
Christmas Day
Floating Holiday

SECTION 7.8. Vacations

a. Vacation leave administration is as stated in Personnel Rules, Rule X, Section 10.5 a. through c (3).

b.

Paid vacation time for full time employees shall accrue, dependent on work schedule, as follows:

Years Continuous Service	Annual Accumulation	Equivalent Hours Earned per Pay Period 4-10 – 4/11 Sched	Equivalent Hours Earned per Pay Period Other Sched
1-4	10 Days	3.846 Hours	3.08 Hours
5-10	15 Days	5.769 Hours	4.62 Hours
11-19	20 Days	7.692 Hours	6.15 Hours
20+	1 additional day per year for each year over 20 maximum of 25 days per year.		

c. The above accruals will apply if the 4/10 detective and/or the 4/11 patrol shift are implemented.

d. Employees will not be allowed to accrue more than 480 hours of vacation time. Employees who have reached the 480 hour maximum vacation accumulation shall not accrue additional vacation hours. Accrual of vacation hours shall resume once the balance is reduced through time off.

e. An employee may request a temporary waiver of the maximum accrual rate provision in 7.8 d. above. A temporary waiver of the vacation accrual cap shall be granted by the department head with approval of the City Manager only when a properly requested vacation has been denied and the employee's accrued balance will exceed 480 hours as a result of the inability to use the planned vacation. The temporary waiver will only be

applied to those hours over the maximum which would have been used for an authorized vacation. The waiver hours shall be available for only six months from the date of the originally planned vacation and shall be used first for time off when taken. The waiver hours will be accounted for separately and will not appear on the vacation earned column on an employee's pay stub.

SECTION 7.9. Bereavement Leave

a. An employee of this bargaining unit shall be entitled to leave with pay for a maximum of five (5) scheduled work days in the event of the death of the employee's spouse, registered domestic partner, or children, including stepchildren. Other than said paid leave, such leave does not accrue or have any cash value.

b. An employee of this bargaining unit shall be entitled to leave with pay for a maximum of three (3) scheduled work days, in the event of the death of the employee's parents, siblings, grandchildren or grandparents. Other than said paid leave, such leave does not accrue or have any cash value.

The definition of parent and siblings as used herein shall mean stepparent or half-sibling, foster parent as well as natural parents of the employee.

c. An employee of this bargaining unit shall be entitled to leave with pay for a maximum of one (1) scheduled work day in the event of the death of an employee's brother-in-law, sister-in-law, or parents or grandparents by marriage or registered domestic partnership. Other than said paid leave, such leave does not accrue or have any cash value.

d. Additional time may be granted and paid from accrued vacation or CTO time upon

request from the employee and approval of the appropriate department representative.

e. The City reserves the right to request proof of the death of the deceased and the employee's relationship to the deceased.

ARTICLE VIII
STANDARD WORK PERIOD AND TRAINING DAYS

SECTION 8.1. Work Schedules

a. Four-Ten (4/10) Schedule

Employees assigned to Detectives or the Traffic Unit normally work a 4/10 schedule. The 4/10 schedule shall consist of four (4) consecutive work days of ten (10) hours each followed by three (3) consecutive days off in a twenty-eight (28) day work period.

b. Four-Eleven (4/11) Schedule

1. Employees assigned to Patrol or the Street Crimes Unit normally work a 4/11 schedule. The 4/11 schedule shall consist of four (4) consecutive work days of eleven (11) hours each followed by four (4) consecutive days off in a twenty-five (25) day work period. The eight-day work cycle repeats every eight (8) weeks.

2. While the remainder of the previous years' concessions are in effect, employees will be responsible to account for an additional fifty six (56) hours to attend required training, provide shift coverage, or other assignments as determined by the department. Once the remaining concessions are eliminated, employees will be responsible to account for seventy-eight (78) hours per year, (twenty-two (22) hours additional) to attend required

training, provide shift coverage, or other assignments as determined by the department.

Employees who do not meet the required yearly regular hours may elect to use vacation, comp time or holiday time to make up any deficit hours. Employees on approved sick leave may utilize sick leave to make up time. Employees shall be required to make up mandated training.

ARTICLE IX
OVERTIME/STANDBY/COURT APPEARANCE/CALL OUT

SECTION 9.1. Overtime

a. Overtime is defined as actual time worked in excess of a regularly scheduled shift. The City agrees to provide overtime at the premium rate of one and one-half times the actual hours worked.

b. The employee shall have the option of being paid or accumulating CTO for overtime worked. Request for payment of overtime shall be made on the employee time card submitted covering the pay period during which the overtime was earned. Compensatory time off shall be scheduled with the approval of the department head, or designee.

c. If an employee accumulates more than one hundred twenty (120) hours of compensatory time off during any calendar quarter, consideration for payment at a regular rate shall be made in accordance with the following:

1. All time in excess of 120 hours at the end of each calendar quarter shall be paid on the first pay period following the end of the quarter at the employee's current regular rate of pay. In addition, employees may request CTO hours in excess of 48 hours at the end of each calendar quarter to be

cashed out on the first pay period following the end of the quarter, at the employee's current regular rate of pay. Requests will be submitted two pay periods in advance of the end of calendar quarter. Calendar quarters end the last day of March, June, September and December.

2. Employee may option to split time off and payment with department approval.

3. CTO usage will occur within a reasonable time period after making a request unless using the CTO will unduly disrupt operations. The parties agree that a reasonable time period after request must be a time when the Department is not required to bring in another officer on overtime to cover the shift off, and so long as the time off will not unduly disrupt operations.

d. Upon separation from employment, compensatory time off shall be cashed out at the higher rate of employee pay, either the employee's final regular rate of pay, or the employee's average regular rate of pay during the last three years of employment. (Overtime shall be calculated at the premium rate of one and one-half times per hour times the regular rate of pay for the employee if payment is made.)

SECTION 9.2. <u>FLSA 7K Exemption</u>

a. Pursuant to the provisions of the Fair Labor Standards Act, the City of Ceres hereby declares a 7K exemption for Sergeants and Police Officers represented by this Agreement effective December 31, 2005. Accordingly, the work period for employees on a 4/11 work schedule shall be 25 days encompassing 153 hours; the work period for employees on a 4/10 work schedule shall be 28 days encompassing 171 hours.

b. The Purpose of this section is to permit compressed work schedules. This section does not change the past nor current practice of how overtime is calculated or paid for all

work performed beyond the regularly scheduled work shifts.

c. For purposes of administration, it will be assumed that unless the employee directs the Finance Department otherwise, all overtime will be paid. The employee shall have the responsibility to request, in writing, compensatory time off for those hours specified in this Agreement.

d. Should FLSA be rescinded for employees represented by this agreement, the City and the CPOA agree to re-open the overtime provisions of this agreement.

SECTION 9.3. On-Call Pay

a. Employees required to be on-call will be paid two (2) hours of straight time hourly pay per day when assigned to be on-call.

b. Rotation of on-call status will be fair and equitable. While on-call, each employee agrees to be readily accessible via telephone, radio, or pager, and answer all calls promptly.

c. The City is not required to assign any employee to on-call status and nothing contained in this Article, Section or Agreement commits or requires the City to assign employees to on-call duty.

SECTION 9.4. Court Appearance

a. For actual court appearance from 8 AM to 1 PM, four (4) hours minimum at time and one-half shall be paid.

b. For actual court appearance from 1 PM to 5 PM, four (4) hours minimum at time and one-half shall be paid.

c. The option of paid compensation or compensatory time-off shall be granted at time and one-half rate.

d. Court appearance time will be credited toward the hours worked as established by the Fair Labor Standards Act referred to in Article IX; Section 9.2a. of this agreement. Court appearance within one (1) hour prior to or after regularly scheduled shift shall be paid at time and one-half and the four (4) hours court minimum does not apply.

e. Those employees on standby shall receive a minimum of two (2) hours at the time and one-half premium rate. The two (2) hours shall be paid unless compensatory time off is elected by the employee within the framework established in Article IX, Section 9.1b. of this agreement.

f. Should an employee on standby pursuant to Section 9.4e be called to court, then Section 4a or b shall apply and overtime shall be paid according to Section 9.4a or b.

g. The provisions of Section 9.4a or b shall prevail when an employee on standby who proceeds and appears at court after receiving a call to do so, is subsequently then "called-off".

h. Employees who are off duty and appearing for court will furnish their own transportation to and from court.

SECTION 9.5. Call Out

a. Call out to duty shall not apply to court appearance as outlined in Section 4 above.

b. Calls to begin a regularly assigned shift at an earlier time than posted shall be reckoned by the time actually worked and shall not be considered call out to duty.

c. Requests to work past a regularly assigned shift when presented prior to the normal end of shift shall not be considered call out time.

d. Employees who receive a minimum of ten (10) calendar days advance notice to work beyond their normal, regularly scheduled assigned shift shall be paid a minimum of two (2) hours at time and one-half upon reporting for duty. A minimum of four (4) hours at

time-and-one-half shall be paid to employees who are called to duty and who report to duty beyond their normal, regularly scheduled shift, who do not receive a minimum of ten (10) calendar days advance notice. Calls to start an employee's normal regularly scheduled shift two (2) hours or less earlier than their normal report time, will be considered an extension of the shift and shall be paid at time and one half for actual time worked. This paragraph shall not apply to shift overlap days. Shift overlap days are considered regularly-scheduled work days.

e. The above paragraph d. does not apply when an employee voluntarily agrees to work overtime which may be less than the ten day calendar notice.

ARTICLE X
PAY INCENTIVES

SECTION 10.1. Educational Incentive

In order to promote more highly trained and skilled officers in the field, the City is willing to provide an education incentive to those individuals who demonstrate their improved training and education level. 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:

a. 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%).

b. 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%).

c. 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 five percent (5%).

d. 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 91 or more acceptable college units, to and including a college degree, shall receive an additional pay incentive of seven and one-half percent (7 ½%).

e. 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.

f. 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.

g. 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%.

SECTION 10.2. Bilingual Pay

a. Employees that meet the bilingual pay requirements and obtain certification of proficiency will receive 2.5% per month pay incentive on hourly salary.

b. Bilingual pay will be paid for one language only to include the following: Spanish, Portuguese, and any Middle Eastern or Southeast Asian language.

c. Bilingual pay requirements, standards, testing and documentation for bilingual pay procedures will be established by the Director of Public Safety and the City Manager's office.

ARTICLE XI
ASSIGNMENT PAY

SECTION 11.1. Investigator

a. The assignment of Investigator and Investigative Sergeant (also known as detective and detective sergeant) is designated at the discretion of the Director of Public Safety or designee. An employee assigned as an Investigator or Investigative Sergeant shall receive assignment pay of 5% (Effective 1/1/04 for Investigative Sergeant) of his/her base monthly salary for the duration of the assignment. Assignment pay shall cease when the assignment of Investigator or Investigative Sergeant is removed. For salary administration purposes only, the Investigator salary range is 38U, and Investigative Sergeant is 44U.

b. Assignment of a patrol officer to Investigations is not considered a promotion. The Director of Public Safety, or designee, may utilize any criteria or selection method of his discretion to fill the assignment of Investigator. The Investigator assignment may be removed from an employee at the discretion of the Public Safety Director, or designee, and unless specifically stated as such, removal of the assignment is not considered punitive in

nature.

SECTION 11.2. Field Training Officer

a. The assignment of Field Training Officer is hereby established. Field Training Officers are assigned at the discretion of the Director of Public Safety or designee. An officer assigned as a Field Training Officer shall receive assignment pay of 2.5% of his/her hourly compensation. The assignment pay shall cease when the assignment of Field Training Officer is removed.

b. A Field Training Officer is an assignment of a patrol officer from the Police Division and shall not be considered a promotion rating.

c. The Director of Public Safety, or designee, may utilize a selection method of his discretion to fill this assignment. The assignment of Field Training Officer may be removed from an employee at the discretion of the Public Safety Director, or designee, and unless specifically stated as such, removal of the assignment is not punitive in nature.

SECTION 11.3. Out of Class Assignment

a. The department may work employees out of classification for up to twenty (20) consecutive working days without additional compensation. On the twenty-first (21st) consecutive working day the employee works out of classification and for each additional consecutive working day the employee works out of classification, they will be paid at the step A of the class to which assigned.

b. In no event shall the employee receive lower than a five percent (5%) increase in pay for out of class assignment.

c. Investigators and Field Training Officers designated to an out-of-class assignment shall receive only the class assignment pay.

SECTION 11.4. Canine Unit

a. CANINE PAY: The parties agree that three tenths of an hour (.3) per day, 365 days per year or 9.1 hours per month is hereby recognized as the amount of time required per day for kennel care (feeding and grooming) of police canines. The parties agree to discuss canine care during the term of the Agreement.

b. The following formula establishes a weighted pay rate by defining total monthly pay, combining a police officer's regular salary and minimum wage for kennel care. The total monthly pay is divided by the total hours worked, defined as regularly scheduled on-duty police officer hours and kennel care as described above, excluding regular overtime. The weighted pay rate shall be paid at time and one half for kennel care only. All other overtime worked including, but not limited to, canine demonstrations, training and police work shall be paid in accordance with Article IX of this Memorandum of Understanding.

c. Officers assigned to the department's K-9 unit shall receive assignment pay based on the following formula and based upon 20 minutes per day for canine care:

.3	hours per day
x 7	days per week
2.1	hours per week
x 52	weeks per year
109.20	hours per year
)12	months in the year
9.1	hours per month kennel care
$X.XX	current federal minimum wage
$XX.XX	monthly kennel care pay
+$XXXX.XX	current officer base pay
= $XXXX>XX	**Total monthly pay**

$XXXX.XX) 182.4 = $XX.XX	total monthly pay total hours worked (kennel care 9.1 + scheduled duty 173.3) Hourly weighted pay rate
$XX.XX x 1.5 = $XX.XX 9.1 = $XXX.XX	hourly weighted pay rate OT rate weighted OT pay rate hours per month monthly OT kennel care pay

d. The Director of Public Safety, or designee, may utilize a selection method of his discretion to fill this assignment. The assignment of K-9 unit may be removed from an employee at the discretion of the Public Safety Director, or designee, and unless specifically stated as such, removal of the assignment is not punitive in nature.

SECTION 11.5. SWAT

a. Officers assigned to the department's SWAT unit shall receive a flat rate assignment pay equal to two and one-half percent (2.5%) of a top step police officer's monthly salary for the rank of police officer, regardless of rank per month.

b. The Director of Public Safety, or designee, may utilize a selection method of his discretion to fill this assignment. The assignment to SWAT unit may be removed from an employee at the discretion of the Public Safety Director, or designee, and unless specifically stated as such, removal of the assignment is not punitive in nature.

SECTION 11.6. Motor Officer

In lieu of assignment pay and for recognition of equipment and vehicular maintenance requirements for the motorcycle, the City agrees to provide 14 hours per month, 30 minutes

per shift, to the motor officer for motorcycle maintenance and care. The parties recognize that this is release time from the officer's duty shift, flexed within the pay period, as determined by the officer with supervisory approval. The parties agree that this time fully covers the motorcycle maintenance and care requirements.

SECTION 11.7. School Resource Officer, DARE Officer, Equestrian Unit

a. Officers assigned to School Resource Officer (SRO) and DARE assignments shall receive five percent (5%) assignment pay effective January 1, 2004. Assignment pay ends when the assignment is removed.

b. SRO and DARE are assigned at the discretion of the Director of Public Safety or designee.

c. The Equestrian Unit assignment is at the discretion of the Director of Public Safety or designee and they may utilize a selection method at their discretion to fill this assignment.

d. It is agreed and understood that the City Council Resolution 2002-26 and the attached agreements are the governing documents which cover the terms and conditions under which assigned officers/sergeants will provide their horses for use in the Equestrian Unit.

SECTION 11.8. Street Crimes Unit

a. The assignment of Street Crimes Unit is designated at the discretion of the Director of Public Safety or designee. An employee assigned to the Street Crimes Unit shall receive assignment pay of five percent (5%). (For salary administration purposes only, the Street Crimes Officer will be paid at the same salary range as Investigator - salary range is 38U, and the Street Crimes Sergeant will be paid at the same salary range as Investigative Sergeant – salary range is 44U.) Assignment pay shall cease when the assignment of Street Crimes Unit

is removed.

b. Assignment of a patrol officer to the Street Crimes Unit is not considered a promotion. The Director of Public Safety, or designee, may utilize any criteria or selection method of his discretion to fill the assignment of Street Crimes Unit. The Street Crimes Unit assignment may be removed from an employee at the discretion of the Public Safety Director, or designee, and unless specifically stated as such, removal of the assignment is not considered punitive in nature.

ARTICLE XII
SAFETY

SECTION 12.1. Participation in Employee Safety Program

The CPOA will actively cooperate with the City in the development and implementation of an Employee Safety Program, and in the improvement of employee safety practices. CPOA employees will, at all times, observe proper employee safety practices, and the City Manager will meet with CPOA representatives to discuss safety practices upon request.

SECTION 12.2. Safety Equipment

CPOA employees will, at all times, wear and use all safety equipment provided by the City, and the CPOA will cooperate in the enforcement of this policy. Safety equipment purchased by the City remains the property of the City.

SECTION 12.3. Firearms Training

a. Employees will attend firearms training a minimum of one (1) time during each calendar quarter and shall qualify a minimum of two (2) times per calendar year.

ARTICLE XIII
FITNESS

SECTION 13.1. Use of City Gym

The City provides an equipped gym for the use of employees. Use of the gym is recognized as strictly voluntary and does not constitute compensable time under FLSA regulations.

ARTICLE XIV
SERVICE TO THE PUBLIC

The CPOA will actively assist in and encourage improved service to the citizens of Ceres, and CPOA employees will, at all times, provide helpful and courteous service to the citizens of Ceres.

ARTICLE XV
PUBLIC RELATIONS, PROFESSIONAL POSTURE AND CONDUCT

All CPOA employees will, at all times, maintain themselves in a respectful and proper manner, and the CPOA will cooperate with the City to achieve this goal.

ARTICLE XVI
CPOA RESPONSIBILITIES

a. Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the CPOA agrees that it will take all reasonable steps to cause the employees covered by this Agreement individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.

b. The CPOA, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there by any concerted

failure by them to report for duty; nor shall they absent themselves from their work or abstain, in while or in part, from the full, faithful, and proper performance of all the duties of their employment.

c. The CPOA further agrees that it shall not encourage any strikes, sit-down, stay-ins, slow-downs, speed-up, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of the police services.

ARTICLE XVII
MANAGEMENT RIGHTS

It is understood and agreed that it is the interest and prerogative of the employer 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 time 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, 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. In addition, the employer retains the rights to hire, lay-off, classify, terminate, or otherwise discipline for good cause, assign, evaluate, and promote employees, as long as it does not violate the provisions of the Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by

the employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement.

Whenever practicable, the employer shall initiate meeting and negotiating sessions with the CPOA concerning the impact of the emergency prior to implementing the modifications to the agreement.

But, in any event, when an emergency has been declared either party may serve notice on the other that it desires to meet and negotiate concerning the impact of the emergency upon the agreement and the other party shall agree to meet and negotiate within five (5) working days from receipt of notice.

ARTICLE XVIII
APPEALS PROCEDURE

SECTION 18.1. Appeal Procedure For Disciplinary Action Involving Discharge

It is agreed upon with this Agreement that employees relinquish the right to an appeals board hearing for discipline imposed which is considered a transfer, a written reprimand, or less by normal progressive discipline standards.

A. Modification of Personnel Rule XIII Disciplinary Action Relating to Discharge
The City's Personnel Rule XIII – Disciplinary Action, is modified with regard to disciplinary action involving proposed discharge of an employee as set forth in this ARTICLE XVIII

B. Written Notice
In the event that the Department determines that a permanent employee should be discharged, written notice of the proposed discharge shall be served on the employee either by personal service or by U.S. mail addressed to the employee at his/her last known address. Said written notice shall state: (1)

the reason(s) for the proposed discharge, (2) the effective date of the action, and (3) the specific acts or omissions upon which the proposed action is based, stated in ordinary and concise language. Service shall be deemed complete on the day the employee is personally served, or if service is by mail, two days after notice is deposited in the U.S. Mail.

C. Employee Review

The employee will be given an opportunity to review the documents or materials upon which the proposed discharge is based, and, if practical, the employee will be supplied with a copy of the documents at the time the written notice of the proposed discharge is served on the employee.

D. Employee Response and Decision of Department Head.

Within seven (7) working days after service of the notice of proposed discharge, the employee will have the right to respond orally or in writing, at the employee's option, to their respective Department Head or the Department Head's designee concerning the proposed discharge action. The employee may have a representative of his/her choice present at the time such response is made. The Department Head or designee, shall consider the employee's response and shall affirm, modify, or suspend the proposed discharge action. The decision of the Department Head or designee shall be served on the employee in the same manner as provided in Section 13.3 of the Personnel Rules for the service of the notice of proposed disciplinary action within seven (7) working days of receipt of the employee's written response or oral presentation. The decision of the Department Head, or designee, shall advise the employee of his/her appeal rights.

E. Right of Appeal

The employee may, within seven (7) days of service of the decision of the Department Head, or designee, appeal the decision. The appeal must be in writing and state specifically the reason(s) upon which the appeal is based and the restitution being sought. If the employee fails to appeal within the specified time, or subsequently withdraws his/her appeal, the disciplinary action taken by the Department Head, or designee, shall be final. The appeal shall be filed with the City Manager.

F. Type of Appeal

Upon filing the request for an appeal, the employee shall state whether he/she wishes to process the appeal under the current provisions of Personnel Rule,

Section 13.8 to the Appeals Board, or whether he/she wishes to process the appeal by the Arbitration provisions provided herein. The Arbitration procedure may be used only when the Department Head, or designee, decision upholds the proposed discharge of the employee. If the Department Head, or designee, decision imposes discipline short of discharge the appeal shall be processed under the current provisions of Personnel Rule, Section 13.8 to the Appeals Board.

G. Submission of the Discharge Appeal to Arbitration

In lieu of appealing a discharge before the Appeal Board, an employee may elect to appeal the discharge to Arbitration by an outside arbitrator.

1. Selection of Arbitrator

If the employee elects to have the disciplinary proceeding heard by an arbitrator, the arbitrator may be selected by mutual agreement between the City Manager, or his designee, and the employee or his/her representative. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of nine (9) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

The City Manager, or his designee, shall forthwith transmit the order and appeal to the arbitrator for hearing. The arbitrator shall, within a reasonable time of the filing of appeal and the selection of the arbitrator, commence the hearing thereof, and the City Manager, or his designee, shall notify the interested parties of the time and place of hearing at least ten (10) days in advance thereof.

2. Arbitration Issues

The parties shall exchange summaries of evidence, and a list of witnesses to be used by each side, which shall be submitted not less than five (5) working days prior to the arbitration hearing.

3. Arbitration Expenses Shared

The cost of employing the arbitrator and the court reporter, excluding the transcript, shall be borne equally by both parties to the arbitration. All other costs such as, but not limited to, attorney fees shall be borne only by the party incurring that cost.

4. Arbitrators Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 60 days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

The arbitrator shall determine whether to sustain, reject, or modify the discharge action against the employee. A copy of the written decision shall be transmitted to the Department Head and the City Manager or his designee. The City Manager, or his designee, shall cause to be served a copy of the decision upon the employee. Service by mail at the employees last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employees personal history file. The decision of the arbitrator shall be final and binding on both parties.

5. Non-Employee Organization Representation

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the recognized employee organization, the costs of the hearing officer or arbitration as provided herein shall be borne equally by both parties to the arbitration. This includes the cost of employing the arbitrator and the court reporter, excluding the transcript.

ARTICLE XIX
LAYOFF REINSTATEMENT

Layoff Reinstatement

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

CITY OF CERES
Dated: July 3, 2014

Che Johnson
Liebert Cassidy Whitmore

Toby Wells, City Manager

Betina McCoy, Human Resources

CERES POLICE OFFICERS' ASSOCIATION
Dated: July 3, 2014

Paul Konsdorf
Labor Representative

Danny Vierra
Ceres Police Officers' Association

#189
James Robbins
Ceres Police Officers' Association

Joseph Wren
Ceres Police Officers' Association

James Yandell
Ceres Police Officers' Association

Attachment I

CERES POLICE OFFICERS' ASSOCIATION
(reflects 2% salary reduction)

FY 2014/15

		A	B	C	D	E	F
Investigator Sergeant	44U	5,993	6,292	6,606	6,935	7,286	7,649
Police Investigator	38U	4,688	4,921	5,169	5,426	5,699	5,983
Police Officer	36U	4,464	4,688	4,921	5,169	5,426	5,698
Police Sergeant	40U	5,706	5,992	6,291	6,605	6,935	7,282

FY 2015/16

		A	B	C	D	E	F
Investigator Sergeant	44U	6,109	6,414	6,733	7,074	7,426	7,795
Police Investigator	38U	4,778	5,018	5,268	5,533	5,809	6,101
Police Officer	36U	4,551	4,778	5,018	5,268	5,532	5,809
Police Sergeant	40U	5,817	6,108	6,413	6,733	7,070	7,425